

NN

**SUBORDINATION AGREEMENT**

**2006-024287**

**Klamath County, Oregon**



00010492200600242870030037

SPACE RE  
FC  
RECORD

12/07/2006 03:32:14 PM

Fee: \$31.00

WHEN RECORDED MAIL TO:  
WASHINGTON MUTUAL BANK, FA  
CONSUMER LOAN RECORDS CENTER  
ATTN: CLRRECTX  
1170 SILBER RD  
HOUSTON, TX 77055

To

ASPEN: 64179 PS

THIS AGREEMENT dated November 20, 2006

by and between Washington Mutual Bank, FA, a Federal Association

hereinafter called the first party, and Homecomings Financial, LLC.

hereinafter called the second party, WITNESSETH:

On or about (date) November 9, 2005, Dennis L. Ross and Theresa Ross

, being the owner of the following described property in Klamath County, Oregon, to-wit:

See attached Eshibit A

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

executed and delivered to the first party a certain Deed of Trust

(State whether mortgage, trust deed, contract, security agreement or otherwise)

(herein called the first party's lien) on the property, to secure the sum of \$ 25,000.00, which lien was:

(Delete any language not  
pertinent to this transaction)

- Recorded on November 25, 2005, in the Records of Klamath County, Oregon, in book/reel/volume No. M-05 at page 69821 and/or as fee/file/instrument/microfilm/reception No. (indicate which);
- Filed on \_\_\_\_\_, in the office of the \_\_\_\_\_ of \_\_\_\_\_ County, Oregon, where it bears fee/file/instrument/microfilm/reception No. \_\_\_\_\_ (indicate which);
- Created by a security agreement, notice of which was given by the filing on \_\_\_\_\_ of a financing statement in the office of the Oregon ☐ Secretary of State ☐ Dept. of Motor Vehicles (indicate which) where it bears file No. \_\_\_\_\_ and in the office of the \_\_\_\_\_ of \_\_\_\_\_ County, Oregon, where it bears fee/file/instrument/microfilm/reception No. \_\_\_\_\_ (indicate which).

Reference to the document so recorded or filed is hereby made. The first party has never sold or assigned first party's lien and at all times since the date thereof has been and now is the owner and holder thereof and the debt thereby secured.

The second party is about to loan the sum of \$247,500.00 to the present owner of the property, with interest thereon at a rate not exceeding 5.875 % per annum. This loan is to be secured by the present owner's

Deed of Trust

(State nature of lien to be given, whether mortgage, trust deed, contract, security agreement or otherwise)

(hereinafter called

the second party's lien) upon the property and is to be repaid not more than \_\_\_\_\_ days ☒ years (indicate which) from its date.

(OVER)

\$31-A



To induce the second party to make the loan last mentioned, the first party has agreed and consented to subordinate first party's lien to the lien about to be taken by the second party as above set forth.

NOW, THEREFORE, for value received, and for the purpose of inducing the second party to make the loan aforesaid, the first party, on behalf of the first party and also on behalf of the first party's personal representatives, successors, and assigns, hereby covenants, consents and agrees to and with the second party and second party's personal representatives, successors, and assigns, that the first party's lien on the property is and shall always be subject and subordinate to the lien about to be delivered to the second party as aforesaid, and that the second party's lien in all respects shall be first, prior and superior to that of the first party, provided always, however, that if the second party's lien is not duly filed or recorded, or an appropriate financing statement with respect thereto duly filed within \_\_\_\_\_ days after the date hereof, this subordination agreement shall be null and void and of no force or effect.

It is expressly understood and agreed that nothing herein contained shall be construed to change, alter or impair the first party's lien, except as hereinabove expressly set forth.

In construing this subordination agreement, and where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this agreement shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the undersigned has executed this agreement. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

-----**Washington Mutual Bank, FA**-----  
-----*W L Saludo*-----  
-----**W L SALUDO, ASSISTANT SECRETARY**-----

STATE OF OREGON, County of \_\_\_\_\_ ) ss.  
by \_\_\_\_\_ This instrument was acknowledged before me on \_\_\_\_\_,  
by \_\_\_\_\_ This instrument was acknowledged before me on \_\_\_\_\_,  
as \_\_\_\_\_,  
of \_\_\_\_\_

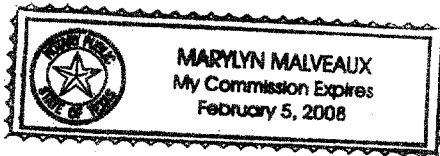
\_\_\_\_\_  
Notary Public for Oregon  
My commission expires \_\_\_\_\_

# ACKNOWLEDGMENT

State of TEXAS )  
County of HARRIS ) §

I certify that I know or have satisfactory evidence that W.L. Saludo is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that he/she was authorized to execute the instrument and acknowledge it as the Assistant Secretary of **Washington Mutual Bank, FA** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12-6-2006



M. Malveaux  
Notary Signature

Typed or Printed Name of Notary Public

**MARYLYN MALVEAUX**

Notary Public

My Appointment expires: 02-05-2008