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2007-007466

Klamath County, Oregon



04/25/2007 11:30:37 AM

Fee: \$31.00

WHEN RECORDED MAIL TO:

**ditech.com, LLC
500 Enterprise Drive Suite 150
Horsham, PA 19044
Attn: Joe Schrader**

SUBORDINATION AGREEMENT

THIS AGREEMENT, made April 12, 2007, by **Mortgage Electronic Registration Systems, Inc.**, present owner and holder of the Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH:

THAT Ben F. Mitchell and Kathleen Mitchell, Husband and Wife, ("Owner"), did execute a Deed of Trust dated 12/22/2006, to **First American Title Insurance Company**, as trustee, covering:

SEE ATTACHED

To secure a Note in the sum of **\$49,250.00** dated 12/22/2006 in favor of **Mortgage Electronic Registration Systems, Inc.**, which Deed of Trust was recorded on 2/1/2007 as **Volume 2007 Page 001779, Official Records**.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of **\$152,000.00** dated 4/20/07 in favor of **Mortgage Electronic Registration Systems, Inc. as nominee for Quicken Loans, Inc.**, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land, which is unconditionally prior and superior to the lien or charge of the Beneficiary's Deed of Trust first above mentioned.

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said Deed of Trust securing said note in favor of Lender, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Beneficiary's Deed of Trust first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) Nothing herein contained shall affect the validity or enforceability of Beneficiary's Deed of Trust except for the subordination as aforesaid.

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Beneficiary declares, agrees and acknowledges that

It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, a specific loan is being made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.



Mortgage Electronic Registration Systems, Inc.

By: Bernard J. Smith

Bernard J. Smith

Title: Vice President

Attest: James Callan

James Callan

Title: Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA :

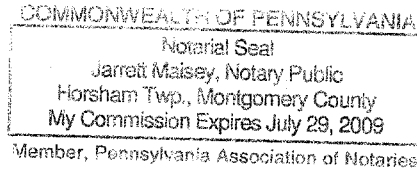
: ss

COUNTY OF MONTGOMERY :

On this 4-12-2007, before me, Jarrett Maisey, the undersigned, a Notary Public in and for said County and State, personally appeared Bernard J. Smith, Vice President and James Callan, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/ her/their authorized capacity (ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal.

Jarrett Maisey
Notary Public



Tract 142 of Pleasant Home Tracts No. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.