

2008-002903

Klamath County, Oregon



00041323200800029030050056

03/07/2008 08:25:13 AM

Fee: \$41.00

**RECORDING COVER SHEET**

**ALL TRANSACTIONS, ORS: 205.234**

This cover sheet has been prepared by the person  
Presenting the attached instrument for recording.  
Any errors in this cover sheet DO NOT affect the  
Transaction(s) contained in the instrument itself.

**AFTER RECORDING RETURN TO:**

**Recording requested by: LSI**

**When recorded return to :**

**Custom Recording Solutions**

**2550 N. Redhill Ave.**

**Santa Ana, CA. 92705**

**800-756-3524 Ext. 5011**

**Loan Number: 3309155723**

10

**PRINT or TYPE ALL INFORMATION**

**1) NAME(S) OF THE TRANASCTION(S) required by ORS 205.234(a)**  
**SUBORDINATION AGREEMENT**

**2) DIRECT PARTY / GRANTOR, required by ORS 205.125(1)(a) and ORS 206.160**  
**SHIRLEY DARNELL**

**3) INDIRECT PARTY / GRANTEE, required by ORS 205.125(1)(a) and ORS 205.160**  
**BANK OF AMERICA, N.A.**

**4) TRUE and ACTUAL CONSIDERATION (if any), ORS 93.030**  
**97182.00**

**5) ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:**  
**FIRST AMERICAN REAL ESTATE TAX SERVICES, LENDER #2190**

**11901 BURNET RD**

**AUSTIN, TX 78758**

**6) FULL OR PARTIAL SATISFACTION ORDER or WARRANT FILED IN THE COUNTY**  
**CLERK LIEN RECORDS, ORS 205.121(1)(e)**

**7) THE AMOUNT OF THE CIVIL PENALTY or THE AMOUNT, INCLUDING PENALTIES,**  
**INTREST AND OTHER CHARGES FOR WHICH THE WARRANT, ORDER OR JUDGEMENT**  
**WAS ISSUED. ORS 205.125(1)(c) and ORS 18.325**

**8) Recorded to correct**

**Previously recorded as**

This instrument was prepared by:  
BANK OF AMERICA/DONNA BADER  
9000 SOUTHSIDE BLVD., BLDG 700  
JACKSONVILLE, FL 32256

After recording return to:  
~~Bank of America Collateral Tracking~~  
~~9000 Southside Boulevard, Bldg 700~~  
~~Jacksonville, FL 32256~~  
Account #: 68161001550099/3309155723

APN# : R886019  
Abbreviated Legal:

**Deed of Trust Subordination Agreement  
(Bank of America to Bank of America)  
REF#: R886019**

Bank of America, N.A.  
9000 SOUTHSIDE BLVD., BLDG 700  
JACKSONVILLE, FL 32256

This Real Estate Subordination Agreement ("Agreement") is executed as of 01/25/2008, by Bank of America, N.A., having an address of 9000 SOUTHSIDE BLVD, BLDG 700 JACKSONVILLE, FL 32256

("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of  
Bank of America  
4161 Piedmont Parkway  
Greensboro, NC 27410

**Whereas**, Subordinator is the owner and holder of, or creditor under, the indebtedness described in and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated 02/07/2006, executed  
by SHIRLEY DARNELL, AN UNMARRIED PERSON

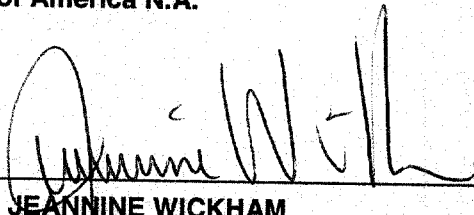
and which is recorded in Volume/Book , Page , and if applicable, Document Number M0604064, of the land records of KLAMATH County, OR, as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"), encumbering the land described therein (said land and such improvements, appurtenances and other rights and interests regarding said land, if any, as are described in the Senior Lien being called herein collectively, the "Property"); and

**Whereas**, Bank of America has been requested to make a loan, line of credit or other financial accommodation to SHIRLEY DARNELL, AN UNMARRIED PERSON (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, deed to secure debt or mortgage (the "Junior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or others payable to the order of Bank of America in the maximum principal face amount of \$197,182.00 (the "Principal Amount"), including provisions for acceleration and payment of collection costs (the "Obligation"); the Junior Lien and the Obligation to contain such other terms and provisions as Bank of America and Borrower shall determine; and

**\* TO BE RECORDED CONCURRENTLY**  
**Now, Therefore**, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Bank of America's Junior lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Bank of America's Junior Lien only to the extent of the principal Amount of the Obligation and any amounts advanced pursuant to the terms of the Obligation or the security instrument for the payment of insurance premiums, taxes, costs of collection, protection of the value of the property or Bank of America's rights in the Property or foreclosure. All other rights of Subordinator now or hereafter existing in or with respect to the Property (including but not limited to all rights and to proceeds of insurance and condemnation) are hereby subordinated, and are and shall remain completely and unconditionally subordinate, to the Junior Lien and the rights of Bank of America regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien or the Obligation.

This Agreement shall inure to the benefit of the Subordinator and Bank of America and their respective successors and assigns, including any purchaser(s) (at foreclosure or otherwise) of the Property or any part thereof, and their respective successors and assigns.

**Bank of America N.A.**

  
By: JEANNINE WICKHAM 1/25/2008  
Date  
Its: AVP OF National Post Closing

**Bank of America Acknowledgment:**

State/Commonwealth/District of FLORIDA

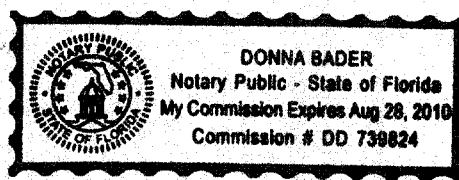
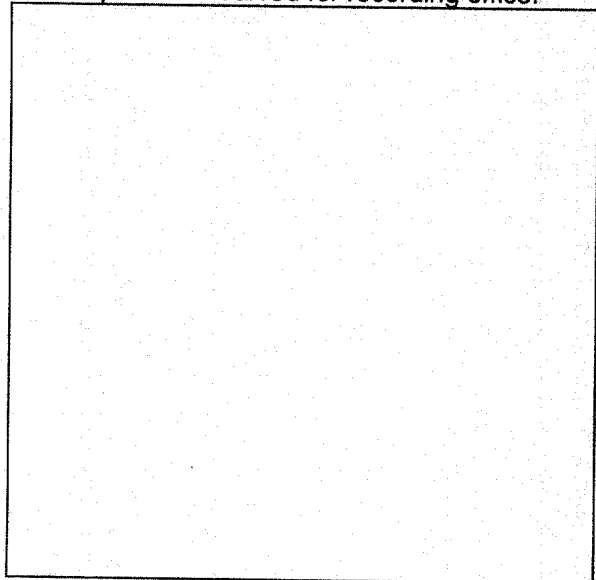
County/City of DUVAL

On this the 25 day of January 2008, before me, DONNA BADER  
The undersigned officer, personally appeared JEANNINE WICKHAM,  
Who acknowledged him/herself to be the AVP of Bank of America, N.A., and that (s)he, as such AVP,  
Being authorized so to do, executed the foregoing instrument for the purposes therein contained, by  
signing the name of the corporation by him/herself as AVP. In witness whereof I hereunto set my hand  
and official seal.

*Donna Bader*

**Signature of Person Taking Acknowledgment**  
Commission Expiration Date: 8/28/2010

This space is reserved for recording office.



APN: R886019

Order ID: 4084074

Loan No.: 3309155723

**EXHIBIT A  
LEGAL DESCRIPTION**

The land referred to in this policy is situated in the State of OR, County of KLAMATH, City of KLAMATH FALLS and described as follows:

The land referred to herein is situated in the State of OR, County of KLAMATH, City of KLAMATH FALLS and described as follows:

Unit 10524 (Kincheloe Avenue), Tract 1365-Falcon Heights Condominiums- Stage 2, according to the Official Plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.

APN: R886019

WITH THE APPURTENANCES THERETO.

APN: R886019