

**2008-004736**

**Klamath County, Oregon**



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04/01/2008 08:19:14 AM

Fee: \$36.00

This instrument was prepared by:  
Bank of America/Juanita Parkerurban  
9000 Southside Blvd. Bldg 700  
Jacksonville, FL 32256

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APN# : R625648

Abbreviated Legal: Parcel 1: Easterly 1/2 LT 1 & 2 BLK 33 WE ST KLAMATH CO. OR. Parcel 2: SE 1/4  
SE 1/4 SW 1/4 SEC 21 TWNSHP 40 S, RANGE 8 E WILLAMETTE MERIDIAN KLAMATH CO, OR

**Deed of Trust Subordination Agreement**  
**(Bank of America to Bank of America)**  
**REF#: R625648**

Bank of America, N.A.  
9000 Southside Blvd. Bldg 700  
Jacksonville, FL 32256

This Real Estate Subordination Agreement ("Agreement") is executed as  
of 03/11/2008, 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 05/10/1999,  
executed  
by JOHN N. MUMFORD AND TERRIE A. MUMFORD, MARRIED TO EACH OTHER

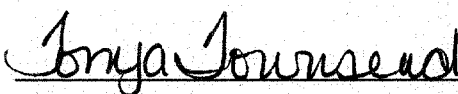
and which is recorded in Volume/Book M00, Page 18144, and if applicable, Document Number \_\_\_\_\_, of the land records of Klamath County, OR, as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"), encumbering the land described therein (said land 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 JOHN N. MUMFORD AND TERRIE A. MUMFORD, MARRIED TO EACH OTHER (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 \$ 50,790.00 (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

**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.**

		<u>3/11/2008</u>
By:	<u>Tonya Townsend</u>	Date
Its:	<u>AVP of National Post Closing</u>	

**Bank of America Acknowledgment:**

State/Commonwealth/District of FL

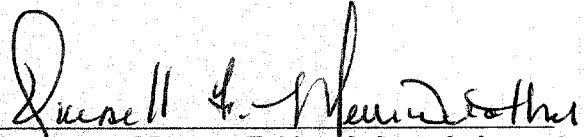
County/City of Duval

On this the 11TH day of March 2008, before me, Quenell F. Merriweather, notary public.

The undersigned officer, personally appeared Tonya Townsend,

Who acknowledged him/herself to be the AVP of Bank of America, N.A., and that (s)he, as such AVP,

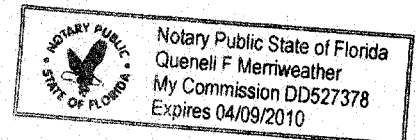
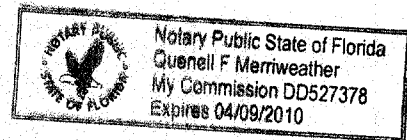
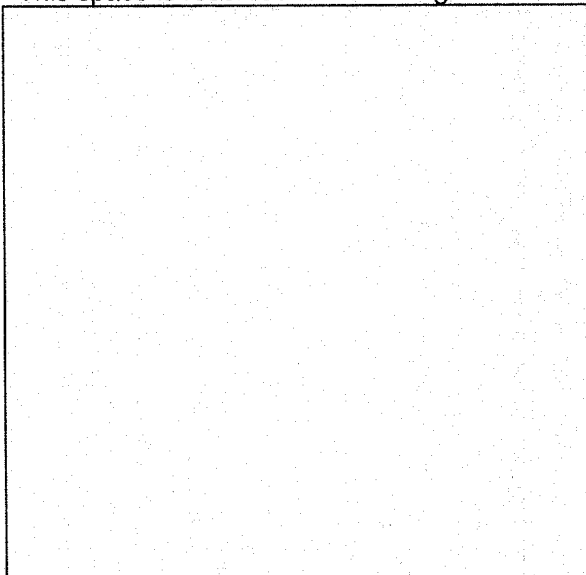
Being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as AVP. In witness whereof I hereunto set my hand and official seal.



**Signature of Person Taking Acknowledgment**

Commission Expiration Date: 4/9/2010

This space is reserved for recording office.



APN: R625648

Order ID: 4215128

Loan No.: 3309529117

**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:

Parcel 1: The Easterly one-half of Lots 1 and 2 of Block 33 of West Klamath, according to the official plat thereof on file in the office of the County clerk of Klamath County, Oregon.

Parcel 2: The SE1/4 SE1/4 SW1/4 of Section 21, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

APN R625648

WITH THE APPURTENANCES THERETO.

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