

2008-015759

Klamath County, Oregon



00056681200800157590040045

11/25/2008 08:39:20 AM

Fee: \$36.00

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

Recording requested by: LSI

When recorded return to :

Custom Recording Solutions

2550 N. Redhill Ave. 502898

Santa Ana, CA. 92705

800-756-3524 Ext. 5011

Account #: 3311156396

APN#: *2481124*

Abbreviated Legal: *N40ft of 6+464ft 465 of Bldg R1 mills*

**Deed of Trust Subordination Agreement
(Bank of America to Bank of America)**

REF#:

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 11/06/2008, 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 04/09/2002, executed
by PAUL A POHL

and which is recorded in Volume/Book _____, Page _____, and if applicable, Document Number 2007.007435, 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 PAUL A POHL (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 \$ 43,260.00 (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

**Please record concurrently w/ DOT*

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: Maria Baker 11/6/2008
Date
Its: AVP of National Post Closing


Bank of America Acknowledgment:

State/Commonwealth/District of FL

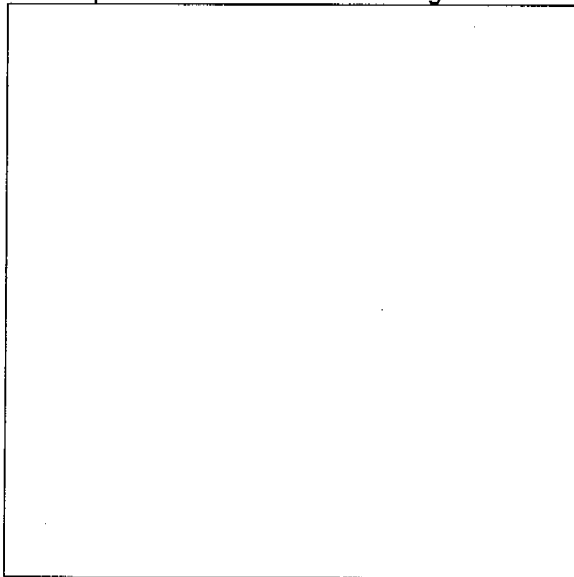
County/City of Duval

On this the 6th day of November 2008, before me, Juanita Parkerurban, notary public. The undersigned officer, personally appeared Maria Baker, 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: 7/13/2012
Juanita Parkerurban

This space is reserved for recording office.



Order ID: 5023198
Loan No.: 3311156396

**EXHIBIT A
LEGAL DESCRIPTION**

The following described property:

All that certain parcel of land situated in the County of Klamath, State of Oregon being known and designated as follows:

The North 40 feet of Lots 464 and 465 of Block 121 Mills Addition to the City of Klamath Falls, according to the official plat thereof on file in the Office of the County Clerk of Klamath County Oregon.

As conveyed from Robert A. Lester and Peggy G. Lester, as tenants by the entirety to Paul A. Pohl as described in Deed Book M05, Page 65978, Dated 10/05/2005, Recorded 10/06/2005 in Klamath County Records.

Assessor's Parcel Number: R481124