

2009-005947

Klamath County, Oregon



00065127200900059470040040

04/29/2009 03:19:55 PM

Fee: \$36.00

RECORDING REQUESTED BY:

ATE 66615

WHEN RECORDED MAIL TO:

Household Finance Corporation

577 Lamont Road

Elmhurst, IL 60126

ESCROW NO:

TITLE ORDER NO:

PREPARED BY:

Tom Thomas

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN:

## SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made April 13, 2009

by

Gerald L Walton and Sherry A Kennerley-Walton

Owner of the land hereinafter described and hereinafter referred to as "Owner" and

Beneficial Oregon, Inc

Present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

## WITNESSETH

THAT WHEREAS, Gerald L Walton and Sherry A Kennerley-Walton  
did execute a deed of trust, dated January 19, 2007

, to

As trustee, covering:

## SEE ATTACHED LEGAL

To secure a note in the sum of \$21,193.89

dated January 19, 2007

In favor of Beneficial Oregon, Inc

Which deed of trust was recorded as Instrument No N/A

on, February 2, 2007

Book 2007 , Page 1850

, Official Records of said county; 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, Countrywide Bank, FSB 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 in an amount of \$141,913.00 plus any fees and charges permitted under the deed of trust in favor of the Lender and

2609-5946

CLTA SUBORDINATION "A"

(EXISTING DEED OF TRUST TO NEW DEED OF TRUST)

INITIALS:

tot

Page No. 1 of 3

APN:

#36 ATE

#2

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 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 consideration 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 lender would not make its loan above described without this subordination agreement
- (2) That this agreement shall be the whole and only agreement with regard to the subordination of 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 above referred to, including, not only principal and interest on the principal indebtedness secured thereby, but all other sums secured by the deed of trust secured by Lender, excluding non-obligatory future advances and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, to those provisions, if any, contained in the deed of trust first above mentioned, which provided for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above mentioned in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances and being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEY'S WITH RESPECT THERETO.

Beneficial Oregon, Inc

Barbara Laing as Vice President

T Thomas

Beneficiary

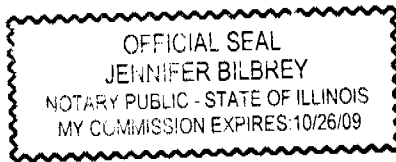
( ALL SIGNATURES MUST BE ACKNOWLEDGED )

STATE OF IL  
COUNTY OF DuPage

ON April 13, 2009 before me, Jennifer Bilbrey ( Notary ) personally appeared Barbara Laing as Vice President 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,

Signature \_\_\_\_\_ ( Notary )



STATE OF  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared \_\_\_\_\_

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,

Signature \_\_\_\_\_

**EXHIBIT 'A'**

Parcel 2 of Land Partition 46-93 being Lot 8, Block 2, of SHASTA VIEW TRACTS situated in the SW 1/4 of the SW 1/4 of Section 36, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.