

UTC 84050-MS

2009-006771

Klamath County, Oregon



00066047200900067710060061

RECORDING REQUESTED BY

05/13/2009 03:25:29 PM

Fee: \$51.00

AND WHEN RECORDED MAIL TO:

Citibank
1000 Technology Dr MS 321
O'Fallon, MO 63368

Account # 109021600477000

Space Above This Line for Recorder's Use Only

A.P.N.: _____

Order No.: _____

Escrow No.: _____

MT84050-MS

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 this 24th day of March, 2009, by

Roger Hulet And Zola Hulet, Owner(s) of the land hereinafter describe and hereinafter referred to as "Owner," and

Citibank, N.A., SUCCESSOR BY MERGER TO CITIBANK, FSB as successor to South Valley Bank & Trust present owner and holder of the mortgage or deed of trust and related note first hereinafter described and hereinafter referred to as "Creditor."

WITNESSETH

THAT WHEREAS, Owner has executed a mortgage or deed of trust, dated on or about April 28, 2005 to Creditor, covering:

SEE ATTACHED EXHIBIT "A"

4/28/05

To secure a note in the sum of \$ 94,274, dated 1/6/2006, in favor of Creditor, which mortgage or deed of trust was recorded on 1/23/2006* in Book M05, Page 30977, and/or Instrument # _____, in the Official/ Records of the Town and *4/29/05

Said lien was assigned to Citimortgage, Inc. dated 1/6/2006 recorded 1/23/2006 Book M06 Page 1279

WHEREAS, Owner has executed, or is about to execute, a mortgage or deed of trust and a related note in a sum not greater than \$ 417,000 to be dated no later than May 8th, 2009, in favor of BCK CAPITAL, INC., hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage or deed of trust is to be recorded concurrently herewith; and

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

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

Amount

CONTINUATION OF SUBORDINATION AGREEMENT

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

WHEREAS, it is the mutual benefit of the parties hereto that Lender make such loan to Owner; and Creditor is willing that the mortgage or 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 mortgage or deed of trust in favor of the Creditor 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 said mortgage or 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 mortgage or deed of trust in favor of the Creditor first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the mortgage or deed of trust in favor of the Creditor first above mentioned to the lien or charge of the mortgage or deed of trust in favor of the Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages or 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 mortgage or deed of trust in favor of the Creditor first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or deed of trust to another mortgage or deed of trust.

Creditor declares, agrees and acknowledges that

- (a) It consents to and approves (i) all provisions of the mortgage or deed of trust and the related note 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 such 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 agreements shall not defeat the subordination herein made in whole or part;
- (c) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the mortgage or deed of trust in favor of the Creditor to the lien or charge upon said land of the mortgage or 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 specific loans and advances are being and will be 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; and
- (d) If requested by Lender, an endorsement has been placed upon the note secured by the mortgage or deed of trust first above mentioned in favor of the Creditor that said mortgage or deed of trust has by this instrument been subordinated to the lien or charge of the mortgage or 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.

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR:

CITIBANK, N.A.

By [Signature]
Printed Name Jo Ann Bibb
Title Assistant Vice President

OWNER:

x [Signature]
Printed Name Roger Hulet
Title _____

/
Printed Name _____
Title _____

[Signature]
Printed Name Roger Hulet
Title _____

Printed Name _____
Title _____

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES
CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

STATE OF MISSOURI)
County of ST. LOUIS) Ss.

On 3-24-09, before me, Kevin Gehring personally appeared Jo Ann Bibb
Assistant Vice President of
Citibank N.A.

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.



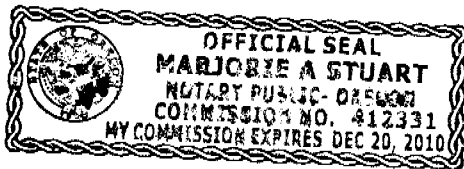
[Signature]
Notary Public in said County and State

STATE OF OR
County of Klamath Ss.

On 5/8/09, before me,
MA Stuart personally appeared
Roger Hulet and Zola Hulet

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.



MA Stuart
Notary Public in said County and State

EXHIBIT "A"
LEGAL DESCRIPTION

That parcel of land situated in vacated TERMINAL CITY, a duly recorded subdivision in Klamath County, Oregon, which is more particularly described as follows:

Beginning at the Southeast corner of Lot 1, Block 8, vacated Terminal City; thence West along the South boundary of Lots 1, 2, 3 and 4, Block 8, a distance of 200 feet to the Southwest corner of Lot 4, Block 8; thence North along the East boundary of Summit Avenue, 390 feet to the North boundary of vacated Terminal City; thence East along the North boundary of vacated Terminal City, 200 feet; thence South along the East boundary of Blocks 5 and 8 a distance of 390 feet to the point of beginning, said tract of land being all vacated Block 5, including all lots and the alley in said Block, and vacated Lots 1, 2, 3 and 4 in Block 8 of said vacated Terminal City, and all of the portion of vacated North Street adjoining said Block 5, and all of the portion of vacated Cherry Street adjoining said Blocks 5 and 8, all in vacated Terminal City, Klamath County, Oregon. Order to vacate recorded April 27, 1977 in Volume M77, page 1634, Microfilm Records of Klamath County, Oregon.

TOGETHER WITH that portion of vacated Summit and Midway Avenues adjoining that inured thereto by Order 99-080, recorded December 30, 1998 in Volume M98, page 47768, Microfilm Records of Klamath County, Oregon.

TOGETHER WITH the following described tract of land, to wit:

Beginning at the point of intersection of the North line of vacated Terminal City, a duly recorded subdivision in Klamath County, Oregon, with the centerline of the Northerly terminus of Midway Avenue as said street is shown on the recorded plat of said vacated Terminal City; thence North 45° 12' 48" East 432.75 feet, more or less, along the boundary line of the property conveyed to Robert D. Payne, et ux by Deed recorded in Volume M78, page 16017, Microfilm Records of Klamath County, Oregon to a 1/2" x 24" iron pin on the Southwesterly boundary line of the Southern Pacific Railroad right of way; thence Northwesterly along said Southwesterly right of way line a distance of 1,150 feet, more or less, to its point of intersection with the West section line of Section 18, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence South along said West section line a distance of 1,100 feet, more or less, to its point of intersection with the North line of said vacated Terminal City; thence East along the North line of said vacated Terminal City, 520 feet, more or less, to the point of the beginning. Said tract of land being situated in the NW1/4 of Section 18, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.