

2009-013254

Klamath County, Oregon



00073819200900132540040048

10/09/2009 09:38:33 AM

Fee: \$52.00

This instrument was prepared by:
Bank of America/Cliff Rives
9000 Southside Blvd, Bldg 700
Jacksonville, FL 32256

Recording requested by: LSI
When recorded return to :
Custom Recording Solutions
2550 N. Redhill Ave.
Santa Ana, CA. 92705
800-756-3524 Ext. 5011

Account #: 68160501638399/3311892818

APN# : R497082
Abbreviated Legal:

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 10/01/2009, 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 05/02/2008, executed
by LUIS V. FLORES AND SUSAN D. FLORES, MARRIED TO EACH OTHER

and which is recorded in Volume/Book N/A, Page N/A, and if applicable, Document Number 2008007235, 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 LUIS V. FLORES AND SUSAN D. FLORES, 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 \$ 187,200.00 (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

x Please record concurrently w/ Deed

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>Tonya Townsend</u>	<u>10/01/2009</u>
By:	<u>Tonya Townsend</u>	<u>Date</u>
Its:	<u>AVP of National Post Closing</u>	

Bank of America Acknowledgment:

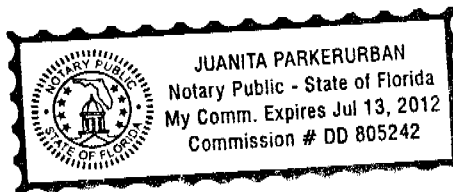
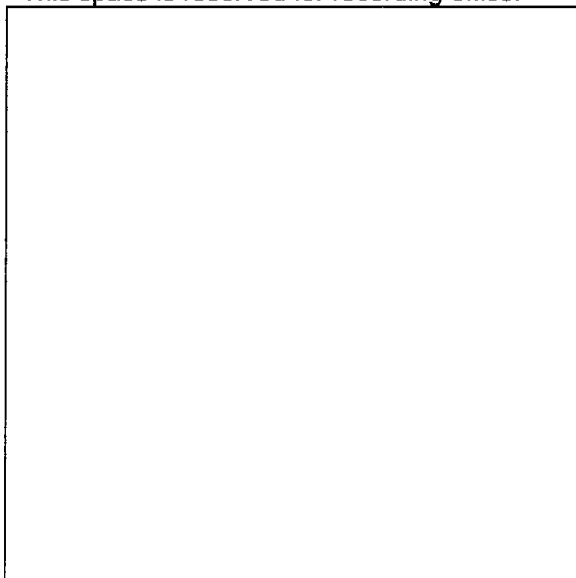
State/Commonwealth/District of Florida

County/City of Duval

On this the 1st day of October, 2009, before me, Juanita Parkerurban ~~Twanna V. Artis~~, notary public
The undersigned officer, personally appeared Tonya Townsend,
Who acknowledged him/herself to be the AVP of National Post Closing of Bank of America, N.A., and that
(s)he, as such AVP of National Post Closing,
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 of National Post Closing. In witness whereof I
hereunto set my hand and official seal.

Juanita Parkerurban
Signature of Person Taking Acknowledgment
Commission Expiration Date: ~~07/17/2012~~
Juanita Parkerurban 7/13/12

This space is reserved for recording office.



Order ID: 6004781
Loan No.: 3311892818

**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 LOT 4 IN BLOCK 3 OF TRACT 1002, LA WANDA HILLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

BEING THAT PARCEL OF LAND CONVEYED FROM TAMERA L. WESTLAKE TO LUIS V. FLORES AND SUSAN D. FLORES, AS TENANTS BY THE ENTIRETY, BY THAT DEED DATED 05/29/2007 RECORDED 05/31/2007 IN DEED INSTRUMENT NO. 2007-009768, OF THE KLAMATH COUNTY, OREGON PUBLIC REGISTRY.

Assessor's Parcel Number: R497082