

2010-000527

Klamath County, Oregon



00078028201000005270030038

01/14/2010 03:41:04 PM

Fee: \$52.00

Recording requested by: LSN TO:

When recorded return to:
 Non Aqua Dept./A. Garcia
 2550 N. Red Hill Ave.
 Santa Ana, CA. 92705
 800-756-3524 ext. 5952

LOAN: 600879353

ATE 67348

OR-7704084

SUBORDINATION AGREEMENT

1. **STERLING SAVINGS BANK** referred to herein as "subordinator", is the owner and holder of a deed of trust dated **March 30, 2005** which is recorded on **April 6, 2005** in the amount of **\$20,000.00** under auditor's file No **2007-04853**, records of **Klamath County**.
2. Wells Fargo referred to herein as "lender" is the owner and holder of the deed of trust dated 12/17/09, executed by Russel C. Carter and Jody A. Carter under auditor's file No. 2010-000526, records of Klamath County (which is to be recorded concurrently herewith).
3. **RUSSELL C CARTER AND JODY A CARTER**, referred to herein as "owner," is the owner of all the real property described in the deed of trust identified above in Paragraph 2.
4. In consideration of benefits to "subordinator" from "owner", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its deed of trust and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of the deed of trust identified in Paragraph 1 above to the lien of "lender's" deed of trust identified in Paragraph 2 above, and all advances or charges made or accruing hereunder, including any extension or renewal thereof.
5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" deed of trust, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its deed of trust or see to the application of "lender's" deed of trust funds, and any application or use of such funds for purposes other than those provided for in such deed of trust, note or agreements shall not defeat the subordination herein made in whole or in part.
6. It is understood by the parties hereto that "lender" would not make the loan secured by the deed of trust in Paragraph 2 without this agreement.
7. This agreement shall be the whole and only agreement between the parties hereto 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 mortgage in favor of "lender" above referred and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to a deed of trust or deeds of trust to be thereafter executed.
8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement.

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, THAT PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.
 Executed: **DECEMBER 8, 2009**

STERLING SAVINGS BANK


 Kathy Starkel, Lending Production Specialist

 RUSSELL C CARTER

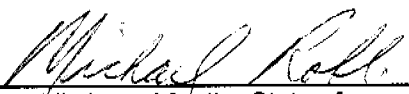
 JODY A CARTER

ACKNOWLEDGMENT – Corporate

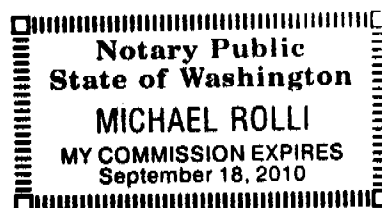
STATE OF WASHINGTON
COUNTY OF SPOKANE

On **DECEMBER 8, 2009**, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kathy Starkel known to me to be the Lending Production Specialist of Sterling Savings Bank, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she** is authorized to execute the said instrument

Witness my hand and official seal hereto affixed the day and year first above written



Notary Public in and for the State of
Washington, residing at Spokane Co
My appointment expires 9/18/2010



ACKNOWLEDGMENT – Individual

STATE OF _____
COUNTY OF _____

On this day personally appeared before me _____, to me known
to be the individual(s) described in and who executed the within and foregoing instrument, and
acknowledged that **he/she** signed the same as **his/her** free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20____

Notary Public in and for the State of _____
residing at _____
My appointment expires _____

**LEGAL DESCRIPTION
EXHIBIT "A"**

Lot 4, Tract No. 1295, First Addition to North Ridge Estates, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

APN: R-3809-015D0-02800-000

(Order Id #7704084)