

2010-004402

Klamath County, Oregon



00082558201000044020050053

RECORDING COVER SHEET

PER ORS 205.234

04/12/2010 09:57:23 AM

Fee: \$57.00

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DOES NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

AFTER RECORDING RETURN TO:

name and address of the person authorized to receive the instrument after recording, as required by ORS 205.180(4) and ORS 205.238

Equity Loan Services, Inc.

1100 Superior Avenue, Suite 200

Cleveland, Ohio 44114

Attn: National Recording

0375188N-6 2 of 2

1. **NAMES OF THE TRANSACTION(S)**, described in the attached instrument and required by ORS 205.234(A)
NOTE: Transaction as defined by ORS 205.010 "means any action required or permitted by state law or rule federal law or regulation to be recorded including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property".

Subordination of Deed of Trust

2. **Grantor(s) as described in ORS 205.160.**

Bank of America, N.A.

Jamie A Carlson

3. **Grantee(s) as described in ORS 205.160.**

Bank of America, N.A.

4. **TRUE AND ACTUAL CONSIDERATION PAID** for instruments conveying or contracting to convey fee title to any real estate and all memoranda of such instruments, reference ORS 93.030.

5. **UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:** for instruments conveying or contracting to convey fee title to any real estate reference ORS 93.260.

This instrument was prepared by:
RANCHO CORDOVA LOAN CENTER
10850 WHITE ROCK ROAD
RANCHO CORDOVA, CA 95670

~~After recording return to:~~
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 68161001927599

APN# : R880791&R894707
Abbreviated Legal: R880791
R894707

**Deed of Trust Subordination Agreement
(Bank of America to Bank of America)
REF#: 0851225953**

Bank of America, N.A.

This Real Estate Subordination Agreement ("Agreement") is executed as of 02/23/2010, by Bank of America, N.A., having an address of 10850 WHITE ROCK ROAD, RANCHO CORDOVA, CA 95670

("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 10/05/2007, executed
by JAMIE A. CARLSON

and which is recorded in Volume/Book N/A, Page N/A, and if applicable, Document Number 2007-017744, 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 JAMIE A CARLSON

(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 \$ 102,125.00 (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

**recorded concurrently herewith*

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: Kendall Bennett 2/23/10
Date
Its: _____

Deed of Trust Subordination Agreement
(continued)

ACKNOWLEDGMENT

State of California

County of Sacramento

On 02/23/2010 before me, T. Nguyen, Notary Public
(insert name and title of the officer)

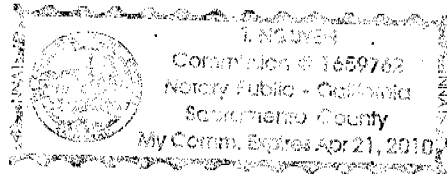
personally appeared Kindall Bennett
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



ALTA Commitment
Short Form Commitment


ORDER NO: 6375188n
FILE NO: 6375188n
CUSTOMER REF: 7218848

LEGAL DESCRIPTION

The land referred to in this policy is situated in the STATE OF **OREGON**, COUNTY OF **KLAMATH**, and described as follows:

PARCEL 1 OF LAND PARTITION 62-97, (SAID PARTITION BEING A PARTITION OF PARCEL 3 OF LAND PARTITION 4-96, BEING A PARTITION OF PARCEL 2 OF LAND PARTITION 67-94), SITUATED IN THE S1/2 NE1/4 AND THE N1/2 SE1/4 OF SECTION 30, TOWNSHIP 39 SOUTH, RANGE 11 1/2 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON; TOGETHER WITH AN EASEMENT FOR ACCESS AND PUBLIC UTILITIES OVER AND ACROSS A PORTION OF PARCEL 1 OF LAND PARTITION 34-00 (SITUATED IN THE NE1/4 OF SECTION 30, TOWNSHIP 39 SOUTH, RANGE 11 1/2 EAST, WILLAMETTE MERIDIAN,) AS RESERVED IN INSTRUMENT DATED MAY 14, 2002, RECORDED MAY 31, 2002 IN VOLUME M02, PAGE 32279, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON.

APN: R880791 AND R894707

 **CARLSON**
41779229 **OR**
FIRST AMERICAN ELS
SUBORDINATION AGREEMENT
