

2010-005348

Klamath County, Oregon



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05/06/2010 03:05:45 PM

Fee: \$57.00

SUBORDINATION AGREEMENT

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

SPACE ABOVE FOR RECORDERS USE

8039839

Doc ID No.: 0001481007822005N

ESCROW/CLOSING#:

ATE 67469

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.

OR - 8039839

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SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this Twenty-eighth day of January, 2010, by Mortgage Electronic Registration Systems Inc. ("Subordinated Lienholder"), with a place of business at 4500 PARK GRANADA, CALABASAS, CA 91302-1613.

WHEREAS, DONALD J MILLER executed and

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delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "**Existing and Continuing Security Instrument**") in the sum of \$92,000.00 dated 12/28/2006 , and recorded in Book Volume N/A, Page N/A, as Instrument No. 2007-000171, in the records of KLAMATH County, State of Oregon, as security for a loan (the "**Existing and Continuing Loan**"), which Existing and Continuing Security Instrument is a valid and existing lien on the real property located at 4011 BLUE SAGE LANE, KLAMATH FALLS, OR 97603 and further described on Exhibit "A," attached.

WHEREAS, DONALD J MILLER ("**Borrower**") executed and delivered to Wells Fargo Bank, N.A., ("**Lender**"), a deed of trust/mortgage in the principal amount not to exceed \$274,783.00, which deed of trust/mortgage (the "**New Security Instrument**") is intended to be recorded herewith in the records of KLAMATH County, State of Oregon as security for a loan (the "**New Loan**"); *with recording # is 2010-5075*

WHEREAS, it is a condition precedent to obtaining the New Loan that the lien of the New Loan shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing and Continuing Loan; and

WHEREAS, Lender is willing to make said loan provided the lien securing the New Loan is a lien or charge upon the described property prior and superior to the lien of the Existing and Continuing Loan and provided that Subordinating Lender will specifically and unconditionally subordinate the lien of the Existing and Continuing Loan to the lien of the New Loan; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Borrower; and Subordinating Lender is willing that the lien securing the New Loan shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien securing the Existing and Continuing Loan.

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 the New Security Instrument, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the Existing and Continuing Security Instrument.
- (2) That Lender would not make the New Loan without this subordination agreement.

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the Existing and Continuing Security Instrument to the New Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the security instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Existing and Continuing Security Instrument above mentioned, which provide for the subordination of the lien to another security instrument, deed of trust or mortgage.

Subordinating Lender declares, agrees and acknowledges that

(a) It consents to and approves (i) all provision of the note and New Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and Lender for the disbursement of the proceeds of the New Loan;

(b) Lender 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 agreement or agreements shall not defeat the subordination herein made in whole or in part; and

(c) It intentionally and unconditionally waives, relinquishes and subordinates the lien of the Existing and Continuing Security Instrument in favor of the lien or charge upon said land of the New Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate 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.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOW 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.

Mortgage Electronic Registration Systems Inc.


Kimberli Pierce, Assistant Secretary

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CORPORATE ACKNOWLEDGEMENT

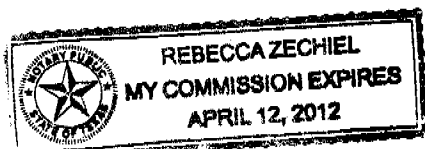
STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned, a Notary Public on this day personally appeared, Kimberli Pierce, known to me (or proved to me on the oath of Assistant Secretary), to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that she has executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 29 day of January, 2010

(Personalized Seal)



Rebecca Zechiel
Notary Public, State of Texas

Rebecca Zechiel
(Print name of Notary Public here)

My commission expires the 12th of April, 2012.

**LEGAL DESCRIPTION
EXHIBIT "A"**

The land referred to herein below is situated in the City of Klamath Falls in the County of Klamath, State of Oregon, and is described as follows:

A parcel of land situated in the SW 1/4 of Section 9, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a 1/2 inch iron pin marking the Southwest corner of the W 1/2 E 1/2 NE 1/4 SW 1/4 of Section 9; thence North 0 degrees 14' 19" East, 446.60 feet to a 1/2 inch iron pin; thence North 0 degrees 10' 38" East 273.23 feet to a 1/2 inch iron pin; thence South 89 degrees 27' 29" East, 328.50 feet to a 1/2 inch iron pin on the East line of said W1/2 E 1/2 NE 1/4 SW 1/4; thence South 0 degrees 6' 40" West along said East line W 1/2 E 1/2 NE 1/4 SW 1/4, 717.87 feet to a 1/2 inch iron pin marking the Southeast corner of said W1/2 E 1/2 NE 1/4 SW 1/4; thence North 89 degrees 48' West along the South line of said NE 1/4 SW 1/4, 329.80 feet to the point of beginning.

Together with an easement for roadway purposes 30.00 feet in width across the Westerly portion of the W1/2 E 1/2 NE 1/4 SW 1/4 of said Section 9, being adjacent to and Easterly of the West line thereof and beginning at the North line of said W1/2 E 1/2 NE 1/4 SW 1/4 and terminating at the North line of the above described parcel, as more fully described in Book M76 at Page 8962.

Together with easements for Public Roadway as more fully described in Books M65, Page 3579; M68, Page 150; N68, Page 151; M68, Page 152; M68, Page 153; M72, Page 4840 and M76 at Page 8958.

APN: R-3910-009C0-00600-000

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(Order Id # 8039839)