

2010-008939

Klamath County, Oregon



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Fee: \$47.00

This document was prepared by:
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Order# 8165249

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ATE 67520

SUBORDINATION of DEED OF TRUST

FROM

Regions Bank d/b/a Regions Mortgage, with its primary office at 215 Forrest St., Hattiesburg, MS 39401 (hereinafter called "OLD LENDER"),

TO

Bank of America, with its primary office at 10701 South River Front Parkway Bldg 2 Ste 400 South Jordan UT 84095 (hereinafter called "NEW LENDER").

WHEREAS, OLD LENDER is the holder of a valid Deed of Trust granted by **Larry D. Tice** ("OWNER") covering certain real property owned by OWNER and located in the county of **Klamath** and State of OREGON as more fully described on Exhibit "One" attached hereto and incorporated herein (hereinafter the "PROPERTY") which Deed of Trust is recorded on November 29, 2006 in the Recorder's office in the county of **Klamath** in Book 2009, Page 23763 in the amount of **\$400,000.00** (hereinafter the "PRIOR DEED OF TRUST"); and

WHEREAS, OWNER has granted NEW LENDER a Deed of Trust on the PROPERTY and NEW LENDER has recorded the Deed of Trust in the Office of the Recorder's office of **Klamath** County ~~on 10/16/2009~~ ^{on 10/28/2009} (date) in Instrument # 2010-8939 ("NEW LENDER'S DEED OF TRUST") in an amount not to exceed **\$183,300.00** and

WHEREAS the OLD LENDER has agreed to subordinate the PRIOR DEED OF TRUST to NEW LENDER'S DEED OF TRUST.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND and in consideration of \$1.00 (One Dollar) and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

ATE 42

1. Subordination of Lien: The OLD LENDER hereby subordinates the PRIOR DEED OF TRUST and its lien position in and on the PROPERTY to the NEW LENDER'S Deed of Trust and the lien thereof, as if the NEW LENDER'S Deed of Trust had been recorded first in time to the PRIOR DEED OF TRUST and so that all public records will reflect NEW LENDER'S DEED OF TRUST to be superior in lien to the PRIOR DEED OF TRUST.

2. Subordination of Debt: OLD LENDER hereby subordinates payment of the debt secured by the Prior DEED OF TRUST to payment of the debt secured by the NEW LENDER'S Deed of Trust.

3. This Subordination shall be binding upon and inure to the benefit of the respective heirs, successors, and assigns of OLD LENDER and NEW LENDER.

4. It is expressly understood and agreed that for this subordination, the deed of trust now held by the OLD LENDER and all terms and condition thereof shall be and will remain in full force and effect.

IN WITNESS WHEREOF, Bank of America has caused this agreement to be executed by its duly authorized officer by authority of its Board of Directors, this _____ day of _____, 20__.

WITNESS:

Regions Bank d/b/a Regions Mortgage

By

TITLE:

State of Mississippi }
County of Forrest } SS.

I, Nita Karen Norman a Notary Public certify that Marienne Garner Lee personally came before me this day and acknowledged that he/she is Vice President of Regions Bank d/b/a Regions Mortgage, a corporation, and that he/she, as Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the day of July 1, 2010.



Nita Karen Norman
Notary Public
My Commission Expires: March 9, 2014

Exhibit A

That certain property situated in the S 1/2 SW 1/4 of Lot 6, Section 12, Township 38 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows and as shown on Property Line Adjustment 9-95:

Commencing at the center quarter corner as per CS No. 471; thence South 00° 10' 37" West 653.16 feet; thence North 89° 32' 23" West 914.77 feet; thence South 17° 24' 31" East 350.98 feet; thence North 89° 36' 37" West 677.96 feet to a point which is the true point of beginning; thence South 24° 06' 06" East 199.66 feet; thence North 89° 36' 20" West 281.55 feet to a point on the Westerly boundary of Lot 6; thence North along said Westerly boundary North 24° 06' 06" West 127.04 feet; thence North 72° 05' 20" East 210.37 feet; thence South 89° 36' 37" East 51.72 feet to the true point of beginning.

CODE: 183 MAP: 3808-01200 TL: 02400 KEY: 421537
