

2010-009426

Klamath County, Oregon



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08/09/2010 03:30:05 PM

Fee: \$52.00

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

7703027

**This Instrument Prepared by:**

Wells Fargo  
P.O. Box 4149 MAC P6051-019  
Portland, OR 97208-4149  
1-800-945-3056

ATE 67347

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX8094-1998

Reference Number: A0106052009289970017

**SUBORDINATION AGREEMENT  
SHORT FORM LINE OF CREDIT TRUST DEED**

Effective Date: 4/30/2010

Owner(s): JAMES D CAREY  
Nanette M. Carey

Current Lien Amount: \$50,000.00

Senior Lender: Wells Fargo Bank, N.A.

Subordinating Lender: Wells Fargo Bank, N.A.

*If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is notice that the lien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group*

Trustee: WELLS FARGO FINANCIAL NATIONAL BANK

Property Address: 34941 DUKE DR, CHILOQUIN, OR 97624-0000

ATE 52

**THIS AGREEMENT** (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owners and the Senior Lender named above.

**JAMES CAREY AND NANETTE M. CAREY, HUSBAND AND WIFE** (individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Lender has an interest in the Property by virtue of a Short Form Line Of Credit Trust Deed given by the Borrower, covering that real property, more particularly described as follows:

See Exhibit A

which document is dated the 23rd day of November, 2009, which was filed in Instrument# 2009-015782 at page N/a (or as N/a) of the Official Records in the Office of the Recorder of the County of Klamath, State of Oregon (the "Existing Security Instrument"). The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to **JAMES D CAREY** (individually and collectively "Borrower") by the Subordinating Lender.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$97,201.00 (the "New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID.

The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement, with Instrument # 2010-232.

**NOW, THEREFORE**, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**A. Agreement to Subordinate**

Subordinating Lender and Trustee, if applicable, hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

**B. General Terms and Conditions**

**Binding Effect** – This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

**Nonwaiver** – This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.

**Severability** – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

**C. Appointment of Substitute Trustee If Applicable**

The Existing Security Instrument names N/A, as Trustee and the Subordinating Lender as Beneficiary. The Existing Security Instrument provides that the Subordinating Lender may designate and appoint a substitute Trustee in place of any other trustee by an instrument recorded among the appropriate land records.

The Subordinating Lender hereby removes N/A as Trustee and designates and appoints N/A as substitute Trustee with the same powers and duties as were originally vested in the Original Trustee under the Existing Security Instrument.

**D. Signatures and Acknowledgements**

The Subordinating Lender, through its authorized officer, and the Trustee if applicable, individually or through its authorized officer or other representative, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

**SUBORDINATING LENDER:**

Wells Fargo Bank, N.A.

By \_\_\_\_\_  
(Signature)

4/30/2010  
Date

Jodi Sanborn  
(Printed Name)

Supervisor  
(Title)

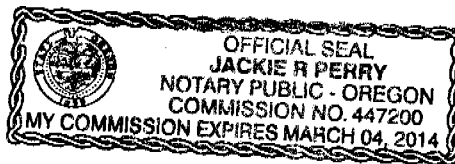
**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF OREGON )  
 ) ss.  
COUNTY OF WASHINGTON

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 30 day of April, 2010, by Jodi Sanborn, as Supervisor of the Subordinating Lender named above, on behalf of said Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.

Jackie R Perry (Notary Public)

My Commission Expires: 3-4-14



**LEGAL DESCRIPTION**  
**EXHIBIT "A"**

Lot 18, Block 44, Tract No. 1184, Oregon Shores Unit No. 2 First Addition, according to the Official Plat thereof on File in the Office of the Clerk of Klamath County, Oregon.

APN: R-3507-018AB-06400-000

(Order Id # **7703027**)