

1st 1231281

2010-011204

Klamath County, Oregon



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09/21/2010 11:21:41 AM

Fee: \$42.00

WHEN RECORDED RETURN TO:

STERLING SAVINGS BANK
PO BOX 2224
ATTN: LOAN SUPPORT
SPOKANE, WA 99210

LOAN: 601102474

SUBORDINATION AGREEMENT

1. **STERLING SAVINGS BANK** referred to herein as "subordinator", is the owner and holder of a deed of trust dated **August 24, 2007** which is recorded on **August 27, 2007** in the amount of **\$100,000.00** under auditor's file No **2007-015141**, records of **Klamath** County. Modification of Deed of Trust dated **September 17, 2010** which is recorded on **9-21-10** in the amount of **\$65,000.00** under auditor's file No **2010-11203** records of **Klamath** County.
2. **JPMORGAN CHASE BANK, NA** referred to herein as "lender" is the owner and holder of the deed of trust dated **Oct. 19, 2009**, executed by **James Lyle & Debra Robin Archibald** under auditor's file No. **2009-013792** records of **Klamath** County (which is to be recorded concurrently herewith).
3. **Lyle J. Archibald and Debra R. Archibald**, 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: **September 17, 2010**

STERLING SAVINGS BANK

Mary J. Mangum, Lending Production Specialist

Lyle J. Archibald

Debra R. Archibald

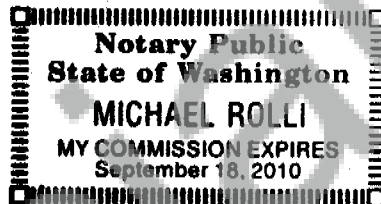
ACKNOWLEDGMENT – Corporate

STATE OF WASHINGTON
COUNTY OF SPOKANE

On **September 17, 2010**, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mary J. Mangum 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

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



ACKNOWLEDGMENT – Individual

STATE OF Oregon
COUNTY OF Clatsop

On this day personally appeared before me Sarah Kness, 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 20 day of September, 2010

Sarah Kness
Notary Public in and for the State of Oregon
residing at 441 main st Clatsop Falls, OR 97601
My appointment expires 10/16/2010

