

2010-012475

Klamath County, Oregon



00092026201000124750020022

WHEN RECORDED RETURN TO:

10/22/2010 03:20:23 PM

Fee: \$42.00

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

LOAN: 601191956

### SUBORDINATION AGREEMENT

1. **STERLING SAVINGS BANK** referred to herein as "subordinator", is the owner and holder of a deed of trust dated **August 15, 2008** which is recorded on **August 18, 2008** in the amount of **\$100,000.00** under auditor's file No **20080011706**, records of **Klamath** County.

2. Golf Savings Bank referred to herein as "lender" is the owner and holder of the deed of trust dated 10-18-10, executed by Michael Darren Fenters and Kathy Dianne Fenters under auditor's file No. 2010-12474, records of Klamath County (which is to be recorded concurrently herewith).

3. **Michael Darren Fenters and Kathy Dianne Fenters**, 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.

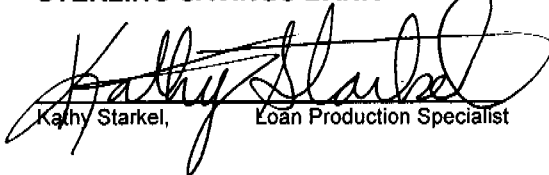
7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred and shall supersede and cancel any prior agreements 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.


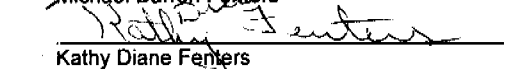
8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement.

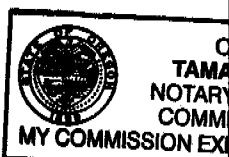
NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT; PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THAT PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Executed: **October 8, 2010**

STERLING SAVINGS BANK

  
Kathy Starkel, Loan Production Specialist

  
Michael Darren Fenters  
  
Kathy Diane Fenters

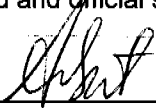


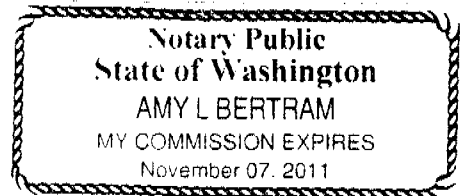
**ACKNOWLEDGMENT – Corporate**

STATE OF WASHINGTON  
COUNTY OF SPOKANE

On **October 8, 2010**, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kathy Starkel known to me to be the Loan 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

  
\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at Spokane Co.  
My appointment expires Nov. 7, 2011

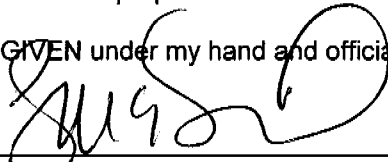


**ACKNOWLEDGMENT – Individual**

STATE OF Oregon  
COUNTY OF Klamath

On this day personally appeared before me Michael Warren Fenters  
and Kathy L. Dianne Fenters, 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 18 day of October, 2010

  
\_\_\_\_\_  
Notary Public in and for the State of Oregon  
residing at Klamath County  
My appointment expires 3/31/14

