

2011-004617

Klamath County, Oregon



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This:

04/11/2011 11:13:51 AM

Fee: \$57.00

MITC 81859

WHEN RECORDED RETURN TO:

Rogue Federal Credit Union  
Attn.: Mortgage Processors  
1370 Center Drive  
Medford, OR 97501

### SUBORDINATION AGREEMENT

Grantor(s): Rogue Federal Credit Union

Grantee(s): Wells Fargo Bank

Legal Description: SEE ATTACHED EXHIBIT "A"

THIS SUBORDINATION AGREEMENT (the "Agreement") dated as of March 16, 2011 is entered into among Rogue Federal Credit Union (the "Creditor"), whose address is 1370 Center Drive, Medford OR 97501, Michael D. Moser and Tracie L. Moser (the "Borrower"), whose address is 1250 Morningside Lane, Klamath Falls, OR 97603 and Wells Fargo Bank ("New Lender"), whose address is 2701 Wells Fargo Way, mail stop x99901k, Minneapolis, MN 55467.

### RECITALS:

A. Creditor has extended credit in the amount of Fifty One Thousand Dollars (\$51,000.00) to Borrower (the "Creditor Loan") which is or will be secured by a deed of trust executed by Borrower for the benefit of Creditor (together with any amendments, supplements, extensions, renewals or replacements, the "Creditor Deed of Trust") covering the real property described above (the "Real Property") and the personal property described therein. The Creditor Deed of Trust was recorded at Auditors File No. M06-12196, on June 14, 2006, in the records of Klamath County, Oregon. \*\*Current balance as of 3/15/11 is \$44,859.00\*\*

B. New Lender has made or may make a loan in the amount of One Hundred Thirty Eight Thousand ~~\$138,000.00~~ Three Hundred Fifty Dollars (\$138,000.00 350) to Borrower ("New Lender Loan"), which will be secured by a deed of trust executed by Borrower for the benefit of New Lender which is being recorded concurrently with this Agreement (together with any amendments, supplements, extensions, renewals or replacements, the "New Lender Deed of Trust") covering the Real Property and the personal property described therein (the Real Property and such personal property and all products and proceeds thereof, is collectively, the "Property").

C. New Lender has required that its security interest in the Property be superior to the security interest of Creditor in the Property.

In consideration of the matters contained in the foregoing Recitals, which are hereby incorporated herein, and for other valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

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AGREEMENT:

**1. Subordination.**

a. Creditor hereby subordinates any and all of its right, title, claim, lien and interest in the Property and all proceeds thereof, under the Creditor Deed of Trust, to all right, title, claim, lien and interest of New Lender in the Property under the New Lender Deed of Trust.

b. Creditor's agreement to subordinate shall apply to the principal balance on the New Loan, plus all interest, late charges, collection costs and expenses, attorney's fees and amounts paid to third parties to protect or enforce New Lender's security interest, but shall not include increases in the principal balance other than increases required for preservation, maintenance, or improvement of the Property, or performance of Borrower's obligations under New Lender's Deed of Trust.

c. Except as otherwise set forth herein, the priority of security interests in the Property shall be governed by applicable law.

**2. Actions by New Lender.** Creditor agrees that New Lender may foreclose its security interest in the Property and may otherwise act in any manner permitted by the New Lender Deed of Trust or by law without affecting any priority of New Lender hereunder. New Lender agrees that it shall provide Creditor, in such time and manner as is required by applicable law, all notices required to be provided to the beneficiary of a trust deed or mortgagee of a mortgage that is recorded after the deed of trust or mortgage being foreclosed. New Lender agrees that it will not, without prior written consent of Creditor, increase the interest rate or the payments required on the New Lender Loan (except for increases in escrow impound amounts for taxes and insurance, or increases pursuant to variable rate terms in the New Lender Loan documents) or otherwise modify the New Lender Loan in any material respect.

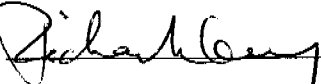
**3. No Obligation.** This Agreement shall not be construed as giving rise to any obligation on the part of Creditor to assume or pay any indebtedness of any person to New Lender, nor shall this Agreement be construed as giving rise to any obligation on the part of Creditor or New Lender to loan any amounts or extend any financial accommodations to Borrower or any other person.

**4. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by all parties hereto.

**5. Successors.** This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement, and the covenants of Borrower and Creditor respecting subordination of the Creditor Deed of Trust shall extend to, include, and be enforceable by any transferee or endorsee of the Creditor Deed of Trust or the Creditor Loan.

**6. Recitals.** The Recitals are hereby incorporated herein.

**CREDITOR:**



By: Richard Muckey

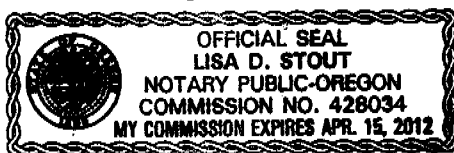
Title: VP of Lending/Support of Rogue Federal CU

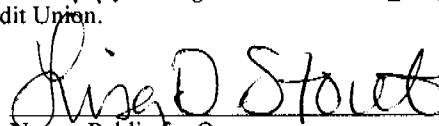
State of Oregon )

County of Jackson )

ss.

This instrument was acknowledged before me on 3/18/11 by Richard Muckey as VP of lending/support of Rogue Federal Credit Union.



  
Notary Public for Oregon

Commission No.: 428034

My Commission Expires: Apr. 15, 2012

**BORROWER:**

*[Signature]*

{  
By: \_\_\_\_\_

Title: \_\_\_\_\_ }

SEE ATTACHED NOTARY ACKNOWLEDGMENT *pg 2*

**NEW LENDER**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of Oregon                    )  
  )   ss.  
County of \_\_\_\_\_            )

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ as  
Borrower(s).

\_\_\_\_\_  
Notary Public for Oregon  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

State of Oregon                    )  
  )   ss.  
County of \_\_\_\_\_            )

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ as  
\_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

# INDIVIDUAL ACKNOWLEDGMENT

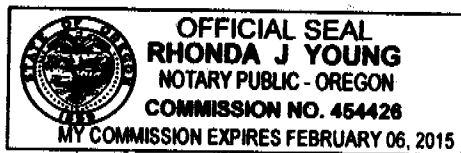
State/Commonwealth of OREGON }  
County of KLAMATH } ss.

On this the 5 day of APR, 2011, before  
me, RHONDA J YOUNG

Name of Notary Public  
Public, personally appeared MICHAEL D MOSER & TRACIE L MOSER  
Name(s) of Signer(s)

☐ personally known to me – OR –

☒ proved to me on the basis of satisfactory  
evidence



to be the person(s) whose name(s) is/are  
subscribed to the within instrument, and  
acknowledged to me that he/she/they  
executed the same for the purposes therein  
stated.

WITNESS my hand and official seal.

Rhonda J Young  
Signature of Notary Public

RHONDA J YOUNG KLAMATH CO. OREGON  
Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

## OPTIONAL

*Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: SUBORDINATION AGREEMENT

Document Date: 3-16-11 Number of Pages: 4 WITH THIS PG

Signer(s) Other Than Named Above: NONE

Right Thumbprint  
of Signer

Top of thumb here

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

The S1/2 NW1/4 of Section 21, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Beginning at a point in the center line of Morningside Lane, a 40 foot roadway from which the Northwesterly corner of the SW1/4 of NW1/4 of Section 21, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, bears South 88 degrees 50 1/2' West along the center line of said Morningside Lane 795.0 feet and North 0 degrees 10' East along the Westerly boundary of said Section 21, 858.0 feet, and running thence South 0 degrees 10' West 475.8 feet, more or less, to a point in the Northerly boundary of the right of way line of the U.S. Reclamation Service Projects No. 1-N Drain; thence North 88 degrees 48' East along the said right of way boundary line 160.0 feet; thence North 0 degrees 10' East 475.7 feet, more or less, to a point in the said center line of Morningside Lane; thence South 88 degrees 50 1/2' West along the said center line 160.0 feet, more or less, to the point of beginning, situated in the S1/2 NW1/4 of Section 21, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.