

UTC 90753-SH

2011-007810  
Klamath County, Oregon



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06/29/2011 03:27:17 PM

Fee: \$47.00

### SUBORDINATION AGREEMENT

MIN. NO.: 100021278846030620 LOAN NO: 7884603062

This Agreement is made and entered into **June 16, 2011**, between Mortgage Electronic Registration Systems, Inc., "MERS" and **U.S. Bank N.A., (Party of the second part)**,  
WITNESSETH:

WHEREAS, U.S. Bank now holds the following mortgage loan and bond or note secured by the mortgage deed or deed of trust dated **August 16, 2007** and recorded **August 21, 2007** made by **Lindsay A. Sutphin** to **Mortgage Electronic Registration Systems, Inc., "MERS" as nominee for U.S. Bank, N.A.**, recorded as **Volume 2007-014768**, in the public records of **Klamath County** covering the premises described in the legal description attached hereto or a part thereof, and

WHEREAS, the present owner of the premises described in the attached legal description is about to execute and deliver to **U.S. Bank N.A.** a Mortgage/Loan Modification Agreement in the principal sum of **\$89,295.00** dollars and interest, covering premises located at **1520 California Avenue, Klamath Falls, OR 97601** and more fully described as follows:

**See attached legal description.**

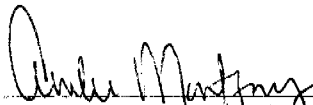
WHEREAS, said **U.S. Bank N.A.** has refused to accept said Mortgage/Loan Modification Agreement unless said mortgage held by U.S. Bank be subordinated as agreed below,

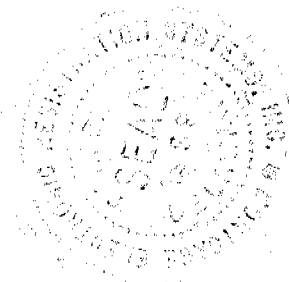
NOW THEREFORE, in consideration of mutual promises set forth herein, and other good and valuable consideration, to induce **U.S. Bank N.A.** to accept said Mortgage/Loan Modification Agreement, U.S. Bank hereby agrees that said mortgage held by said U.S. Bank shall be and shall continue to be subject and subordinate in lien to the lien of said Mortgage/Loan Modification Agreement in the original loan amount of **\$89,295.00** dollars and interest about to be delivered to **U.S. Bank N.A.** and to any extensions, renewals and modifications thereof.

This agreement may not be changed or terminated orally. This agreement shall bind U.S. Bank and **U.S. Bank N.A.**, their respective heirs, personal representatives, successors and assigns.

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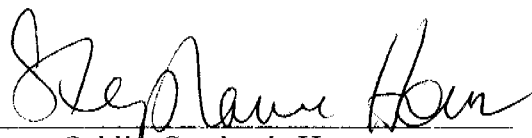
Mortgage Electronic Registration Systems, Inc., "MERS"

By   
Amber Montgomery / Assistant Secretary



STATE OF: **KENTUCKY**  
COUNTY OF: **DAVISS**

On the 16<sup>th</sup> day of **June, 2011**, before me personally came **Amber Montgomery**, to me known, who, being duly sworn, state that she is the **Assistant Secretary** of "**MERS**" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS and that said **Amber Montgomery**, duly executed the foregoing document, acknowledging the same to be the act and deed of Mortgage Electronic Registration Systems, Inc., "MERS"



Notary Public: Stephanie Houser

Notary ID 406488

My commission expires: 10-9-2013

State at Large, Kentucky

After Recording Please Return to:  
U.S. Bank N.A.  
4801 Frederica St.  
Owensboro, Kentucky 42301  
Attn: Assumption Dept.  
Serena Brown



**Exhibit "A"**

**Lot 8 in Block 115, BUENA VISTA ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.**