

2011-010381
Klamath County, Oregon



09/14/2011 03:27:08 PM

Fee: \$47.00

307724803

WHEN RECORDED MAIL TO:
GMAC Mortgage, LLC
1100 Virginia Drive
Ft. Washington, PA 19034
Attn: Kim Johnson

SUBORDINATION AGREEMENT

THIS AGREEMENT, made August 29, 2011, by **Mortgage Electronic Registration Systems, Inc.**, present owner and holder of the Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH:

THAT Eric Swan and Dyan Swan, as tenants by the entirety, ("Owner"), did execute a Deed of Trust dated 6/28/06, to AmeriTitle, an Oregon Corporation, as trustee, covering:

SEE ATTACHED

To secure a Note in the sum of **\$43,800.00** dated 6/28/06 in favor of **Mortgage Electronic Registration Systems, Inc.**, which Deed of Trust was recorded on 7/5/06 as **M06 Page 13632**, **Official Records**.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of **not to exceed \$216,554.00** dated 9/9/11 in favor of **JP Morgan Chase N.A.**, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith;

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land, which is unconditionally prior and superior to the lien or charge of the Beneficiary's Deed of Trust first above mentioned.

- (1) That said Deed of Trust securing said note in favor of Lender, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Beneficiary's Deed of Trust first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) Nothing herein contained shall affect the validity or enforceability of Beneficiary's Deed of Trust except for the subordination as aforesaid.

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Beneficiary declares, agrees and acknowledges that

It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, a specific loan is being made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.



Mortgage Electronic Registration Systems Inc.

By: Patricia Karpowicz

Title: Vice President

Attest: Marnessa Birckett

Title: Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA

:
: ss
:

COUNTY OF MONTGOMERY

On this 8/29/11, before me, Tamika Scott, the undersigned, a Notary Public in and for said County and State, personally appeared Marnessa Birckett, Assistant Secretary and Patricia Karpowicz, Vice President, 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 in his/ her/their authorized capacity (ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal.

Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Tamika Scott, Notary Public

Upper Dublin Twp., Montgomery County

My Commission Expires Nov. 27, 2014

Member, Pennsylvania Association of Notaries

LEGAL DESCRIPTION

"EXHIBIT A"

Lot 19 in Tract 1400 - REGENCY ESTATES - PHASE 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.