

EA

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



SUBORDINATION AGREEMENT

South Valley Bank & Trust

PO Box 5210

Klamath Falls, OR 97601

To

USA Direct Funding

After recording, return to (Name, Address, Zip):

South Valley Bank & Trust

PO Box 5210

Klamath Falls, OR 97601

2011-011165

Klamath County, Oregon



00108290201100111650020022

10/06/2011 03:24:47 PM

Fee: \$42.00

SPACE RESERVED
FOR
RECORDER'S USE

and/or as fee/file/instrument/microfilm/reception
No. _____, Records of this County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____, Deputy.

THIS AGREEMENT dated

September 27, 2011

by and between

South Valley Bank & Trust

hereinafter called the first party, and

USA Direct Funding

hereinafter called the second party, WITNESSETH:

On or about (date) August 11, 2005

Jason DeVries, Kelly DeVries, Lee Woods and

Gay Ann Woods, being the owner of the following described property in Klamath County, Oregon, to-wit:

Parcel 3 of Land Partition 19-00, being a re-partition of Parcel 3 of Land Partition 19-98, said Land Partition being situated in the NE1/4 and SE1/4 of Section 22, Township 38 South, Range 9 East, Willamette Meridian, Klamath County, Oregon.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

executed and delivered to the first party a certain

Deed of Trust

(State whether mortgage, trust deed, contract, security agreement or otherwise)

(herein called the first party's lien) on the property, to secure the sum of \$ 107,000.00, which lien was:

Recorded on August 16, 2005, in the Records of Klamath County, Oregon, in book/reel/volume No. M05 at page 62079 and/or as fee/file/instrument/microfilm/reception No. _____ (indicate which);

Filed on _____, in the office of the _____ of _____ County, Oregon, where it bears fee/file/instrument/microfilm/reception No. _____ (indicate which);

Created by a security agreement, notice of which was given by the filing on _____ of a financing statement in the office of the Oregon Secretary of State ☐ Dept. of Motor Vehicles (indicate which) where it bears file No. _____ and in the office of the _____ of _____ County, Oregon, where it bears fee/file/instrument/microfilm/reception No. _____ (indicate which).

Reference to the document so recorded or filed is hereby made. The first party has never sold or assigned first party's lien and at all times since the date thereof has been and now is the owner and holder thereof and the debt thereby secured.

The second party is about to loan the sum of \$ 319,750.00 to the present owner of the property, with interest thereon at a rate not exceeding 4.125 % per annum. This loan is to be secured by the present owner's

Mortgage

(hereinafter called

(State nature of lien to be given, whether mortgage, trust deed, contract, security agreement or otherwise)

the second party's lien) upon the property and is to be repaid not more than 30 ☐ days ☒ years (indicate which) from its date.

(OVER)

Handwritten signature/initials



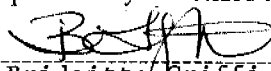
To induce the second party to make the loan last mentioned, the first party has agreed and consented to subordinate first party's lien to the lien about to be taken by the second party as above set forth.

NOW, THEREFORE, for value received, and for the purpose of inducing the second party to make the loan aforesaid, the first party, on behalf of the first party and also on behalf of the first party's personal representatives, successors, and assigns, hereby covenants, consents and agrees to and with the second party and second party's personal representatives, successors, and assigns, that the first party's lien on the property is and shall always be subject and subordinate to the lien about to be delivered to the second party as aforesaid, and that the second party's lien in all respects shall be first, prior and superior to that of the first party, provided always, however, that if the second party's lien is not duly filed or recorded, or an appropriate financing statement with respect thereto duly filed within 30 days after the date hereof, this subordination agreement shall be null and void and of no force or effect.

It is expressly understood and agreed that nothing herein contained shall be construed to change, alter or impair the first party's lien, except as hereinabove expressly set forth.

In construing this subordination agreement, and where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this agreement shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the undersigned has executed this agreement. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

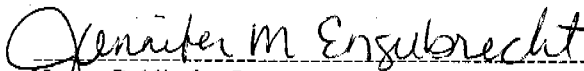


Bridgitte Griffin, VP/Regional Credit
Administrator

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on _____
by _____

This instrument was acknowledged before me on 9/28/11
by Bridgitte Griffin
as VP/Regional Credit Administrator
of South Valley Bank & Trust



Notary Public for Oregon

My commission expires 11-17-2012

