

2011-011549

Klamath County, Oregon



00108709201100115490050052

10/14/2011 01:18:46 PM

Fee: \$57.00

RECORDING REQUESTED BY:

First American Title Insurance Company-
NTP

PREPARED BY AND WHEN

RECORDED MAIL TO:

First American Title Insurance
Company-NTP
2605 Enterprise Road East, Suite
300
Clearwater, FL, 33759

WHEN RECORDED, RETURN TO:

FIRST AMERICAN MORTGAGE SERVICES

1100 SUPERIOR AVENUE, SUITE 200

CLEVELAND, OHIO 44114

NATIONAL RECORDING

A.P.N: 3808-025DD-02400-000

File No: 7002254n -5

SUBORDINATION AGREEMENT

(Existing to New)

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 22 day of July, 2011, by

GERRIN DEGROOT AND KRISTINE DEGROOT

Owner of land hereinafter described and hereinafter referred to as "Owner", and

THE BANK OF NEW YORK TRUST COMPANY, N.A., AS INDENTURE TRUSTEE ON BEHALF OF THE NOTEHOLDERS OF THE FLAGSTAR HOME EQUITY LOAN TRUST 2006-2

present owner and holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary",

WITNESSETH

THAT WHEREAS, has executed a Deed of Trust dated APRIL 12, 2006, to AMERITITLE, as Trustee, covering:

LOT 4, BLOCK 2 OF TRACT 1091, LYNNWOOD, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

APN #: 3808-025DD-02400-000

To secure a Note in the sum of \$90,000.00, dated APRIL 12, 2006, in favor of THE BANK OF NEW YORK TRUST COMPANY, N.A., AS INDENTURE TRUSTEE ON BEHALF OF THE NOTEHOLDERS OF THE FLAGSTAR HOME EQUITY LOAN TRUST 2006-2, which Deed of Trust was recorded APRIL 14, 2006 in Docket/Book M06, Page 07374, of said County; and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note in the sum of \$171,500.00 (NOT TO EXCEED THIS AMOUNT), dated 8/17/2011, in favor of FLAGSTAR BANK, 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, and 9/10/2011 in Instr. # 2011-010047; and

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 the 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 the lender and

WHEREAS, it is to mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust of Lender 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 Deed of Trust first above-mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- 1) That said Deed of Trust securing said note in favor of Lender, and renewals or extensions thereof, shall unconditionally be and remain at all times a lien prior charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust first above mentioned.
- 2) That lender would not make its loan above described without this subordination agreement.
- 3) That this agreement shall be the whole and only agreement 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 Deed of Trust in favor of lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deed of Trust hereinbefore specifically described any prior agreement as to such subordination including, but not limited to, these provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deed of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

1. Beneficiary consents to and approves (i.) all provisions of the note and Deed of Trust in favor of Lender above referred to, and (ii.) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
2. Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
3. The Beneficiary 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 and relinquishment and subordination specific loans and advances are being and will be 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; and
4. An endorsement has been placed upon the note secured by Deed of Trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender referred to.

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.

BENEFICIARY:

[Signature]
Susank Miller

OWNER:

See Attached

STATE OF OREGON
County of KLAMATH

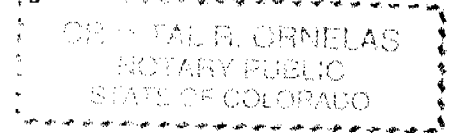
} ss

BE IT REMEMBERED, that on this July 22, 2011, personally appeared the within named SPECIALIZED LOAN SERVICING LLC, AS ATTORNEY-IN-FACT FOR THE BANK OF NEW YORK TRUST COMPANY, N.A., AS INDENTURE TRUSTEE ON BEHALF OF THE NOTEHOLDERS OF THE FLAGSTAR HOME EQUITY LOAN TRUST 2006-2, and acknowledged to me that he/she/they executed the same freely and voluntarily.

[Signature]
Notary Public for State of Oregon

STATE OF OREGON
County of KLAMATH

} ss



BE IT REMEMBERED, that on this _____, personally appeared the within named GERRIN DEGROOT AND KRISTINE DEGROOT, and acknowledged to me that he/she/they executed the same freely and voluntarily.

See Attached
Notary Public for State of Oregon

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

BENEFICIARY:

See previous

OWNER:

[Signature]
Kristine DeGroot

STATE OF OREGON
County of KLAMATH

} ss

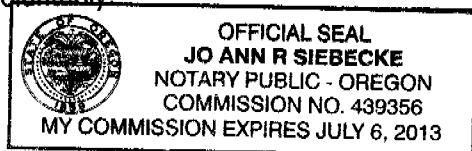
BE IT REMEMBERED, that on this _____, personally appeared the within named SPECIALIZED LOAN SERVICING LLC, AS ATTORNEY-IN-FACT FOR THE BANK OF NEW YORK TRUST COMPANY, N.A., AS INDENTURE TRUSTEE ON BEHALF OF THE NOTEHOLDERS OF THE FLAGSTAR HOME EQUITY LOAN TRUST 2006-2, and acknowledged to me that he/she/they executed the same freely and voluntarily.

See previous
Notary Public for State of Oregon

STATE OF OREGON
County of KLAMATH

} ss

BE IT REMEMBERED, that on this 8.17.11, personally appeared the within named GERRIN DEGROOT AND KRISTINE DEGROOT, and acknowledged to me that he/she/they executed the same freely and voluntarily.



Jo Ann R. Siebecke
Notary Public for State of Oregon


IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

EXHIBIT 'A'

File No.: **7002254n (mb)**

**LOT 4, BLOCK 2 OF TRACT 1091, LYNNEWOOD, ACCORDING TO THE OFFICIAL PLAT
THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY,
OREGON.**

A.P.N. 3808-025DD-02400-000

 **DEGROOT**
44000796 **OR**
FIRST AMERICAN ELS
SUBORDINATION AGREEMENT
