# 2011-014233 Klamath County, Oregon

12/28/2011 10:42:51 AM



Recording Requested By/Return To:

Wells Fargo P.O. Box 31557 MAC B6955 013 Billings, MT 59107 9900

This Instrument Prepared by:

Wells Fargo
P.O. Box 4149 MAC P6051-019
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1-800-945-3056
Return To: 77358434
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

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Fee: \$52.00

Account #: XXX-XXX-XXX5616-0001

Reference Number: 506131781632519

SUBORDINATION AGREEMENT FOR

LINE OF CREDIT DEED OF TRUST (WITH FUTURE ADVANCE CLAUSE)

Effective Date:

10/4/2011

Owner(s):

LONNIE L ROBINSON LYDIA L ROBINSON

Current Lien Amount: \$29,850.00

Senior Lender: Wells Fargo Bank, N.A.

Subordinating Lender: Wells Fargo Bank, N.A.

If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is notice that the lien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group

Trustee:

WELLS FARGO FINANCIAL NATIONAL BANK

Property Address: 10852 HIGHWAY 66, KLAMATH FALLS, OR 97601

THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owners and the Senior Lender named above.

LONNIE L ROBINSON, AND LYDIA L ROBINSON, HUSBAND AND WIFE (individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Lender has an interest in the Property by virtue of a Line Of Credit Deed Of Trust (With Future Advance Clause) (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

#### See Exhibit A

which document is dated the 25th day of May, 2005, which was filed in Volume M05 at page 39635 (or as N/A) of the Official Records in the Office of the Recorder of the County of KLAMATH, State of Oregon. The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to LONNIE L ROBINSON and LYDIA L ROBINSON (individually and collectively "Borrower") by the Subordinating Lender.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$150,350.00 (the "New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID. Recorded Concurrently Preservity Instrument again again and the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

### A. Agreement to Subordinate

Subordinating Lender and Trustee, if applicable, hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

#### B. General Terms and Conditions

**Binding Effect** – This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

**Nonwaiver** – This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.

Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

### C. Appointment of Substitute Trustee If Applicable

The Existing Security Instrument names N/A, as Trustee and the Subordinating Lender as Beneficiary. The Existing Security Instrument provides that the Subordinating Lender may designate and appoint a substitute Trustee in place of any other trustee by an instrument recorded among the appropriate land records.

The Subordinating Lender hereby removes N/A as Trustee and designates and appoints N/A as substitute Trustee with the same powers and duties as were originally vested in the Original Trustee under the Existing Security Instrument.

### D. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, and the Trustee if applicable, individually or through its authorized officer or other representative, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

SUBORDINATING LENDER:	
Wells Faygo Bank, N.A.	
. N <del>53</del> ()	10/4/2011
By (Simplified)	
(Signature)	Date
Barbara A. Edwards	
(Printed Name)	
Work Director	
(Title)	<del></del>
FOR NOTARIZATION OF LENDER PERSONNEL  STATE OF Oregon, ) SS.  COUNTY OF Westnington )	
The foregoing Subordination Agreement was acknowledged before me, a not administer oaths this	Edwards, as Work Director of Wells g Lender pursuant to authority granted

## Exhibit A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF KLAMATH, STATE OF Oregon, AND IS DESCRIBED AS FOLLOWS:

#### PARCEL 1:

A TRACT OF LAND SITUATED IN THE SE 1/4 OF SECTION 28, TOWNSHIP 39 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 28 LOCATED EASTERLY 1055.04 FEET FROM THE SOUTH ONE-FOURTH CORNER OF SAID SECTION 28; THENCE EASTERLY ALONG THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 28, 419.52 FEET TO AN IRON PIN; THENCE NORTH 22°53' WEST 240.96 FEET TO A PIPE; THENCE NORTH 87°12' WEST 189.5 FEET TO A PIPE; THENCE WESTERLY ALONG THE CENTERLINE OF AN EXISTING IRRIGATION DITCH TO ITS INTERSECTION WITH THE WESTERLY LINE OF THE TRACT OF LAND DESCRIBED IN DEED VOLUME 158, PAGE 16, DEED RECORDS OF KLAMATH COUNTY, OREGON; THENCE SOUTH 27°32' EAST ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

#### PARCEL 2:

A PORTION OF THE SE1/4 OF SECTION 28, TOWNSHIP 39 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT FROM WHICH THE ONE QUARTER SECTION CORNER COMMON TO SECTIONS 28 AND 33, TOWNSHIP 39 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEARS WEST 1474.56 FEET; THENCE NORTH 22°53' WEST 538.96 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING THE MOST NORTHEASTERLY CORNER OF THE AFORESAID TRACT OF REAL PROPERTY DESCRIBED IN VOLUME 158, PAGE 16, DEED RECORDS OF KLAMATH COUNTY, OREGON, SAID CORNER BEING LOCATED ON THE SOUTHERLY RIGHT OF WAY BOUNDARY OF THE ASHLAND-KLAMATH FALLS HIGHWAY; THENCE SOUTH 67°07' WEST ALONG SAID RIGHT OF WAY BOUNDARY, A DISTANCE OF 170.8 FEET; THENCE SOUTH 22°53' EAST PARALLEL WITH THE EASTERLY BOUNDARY OF AFORESAID TRACT OF REAL PROPERTY, A DISTANCE OF 215.9 FEET TO A POINT ON THE NORTHERLY BANK OF AN EXISTING IRRIGATION DITCH; THENCE SOUTH 87° 12' EAST ALONG SAID DITCH BANK, A DISTANCE OF 189.5 FEET TO THE EASTERLY BOUNDARY OF AFORESAID TRACT OF REAL PROPERTY; THENCE NORTH 22°53' WEST ALONG SAID BOUNDARY A DISTANCE OF 298.0 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

Parcel ID: R498553 & R498562

Commonly known as 10852 Highway 66, Klamath Falls, OR 97601 However, by showing this address no additional coverage is provided

\*U02232235+ 1371 10/27/2011 77358434/2