WC92285

# **2012-001179**Klamath County, Oregon



02/01/2012 10:57:56 AM

Fee: \$57.00

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 Portland, OR 97208-4149 1-800-945-3056

Reliance first Capital LLC 22 270 South Service Rd., suite 25 Melville, NY 11747

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX5968-1998

Reference Number: 474527261547418

### SUBORDINATION AGREEMENT FOR

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

Effective Date: 12/22/2011

Owner(s):

SHERYL E TUSOW

Current Lien Amount: \$20,000.00

Senior Lender: Reliance First Capital LLC

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: 2009 FARGO ST, KLAMATH FALLS, OR 97603

52006-018224

SUBORDINATION ONLY\_OR 10-22-10

000000000368590

Page 1 of 3

57AWI

**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.

SHERYL E. TUSOW, AN UNMARRIED WOMAN (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 Short Form 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 16th day of August , 2006, which was filed in Document ID# 2006-018224 at page N/A (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 SHERYL E TUSOW (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 \$110,000.00 (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.

The Subordinating Lender is willing to subordinate 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

SUBORDINATING LENDER:

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.

Wells Fargo Bank, N.A.	
By faller for	12/22/2011
(Signature)	Date
Gabriel Georgescu	
(Printed Name)	
Customer Service Supervisor	<u></u>
(Title)	
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF CHegon, )ss.	
COUNTY OF Washington )	
The foregoing Subordination Agreement was acknowledged before me, a not	ary public or other official qualified to
administer oaths this add day of Dec 2011, by Gabriel George	rgescu, as Customer Service
Supervisor of Wells Fargo Bank, N.A., the Subordinating Lender, on behalf	of said Subordinating Lender pursuant
to authority granted by its Board of Directors. S/he is personally known to m	e or has produced satisfactory proof of
his/her identity.	
Dava (Notary Public)	
(Itoms) I wone)	OFFICIAL SEAL SARA J REYES
(Nachar	NOTARY PUBLIC - OREGON
MYCO	COMMISSION NO. 448006 MMISSION EXPIRES APRIL 01, 2014

## Exhibit A

Reference Number: 474527261547418

Legal Description:

# **EXHIBIT A**

Lot 8 in Block 5 of PLEASANT VIEW TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPT the West 5 feet thereof in Fargo Street.