

WTC 92231-SH

2012-001970

Klamath County, Oregon



00114377201200019700080081

02/23/2012 11:16:53 AM

Fee: \$77.00

Recording Requested By/Return To:

Wells Fargo Bank, N.A.
P. O. Box 31557
MAC B6955-013
Billings, MT 59107-9900

This Instrument Prepared by:

Wells Fargo Bank, N.A.
MAC P6051-019
P. O. Box 4149
Portland, OR 97208-4149
1-800-945-3056

[Space Above This Line for Recording Data]

Account Number: XXX-XXX-XXX7336-1998

Reference Number 9023123299

**SUBORDINATION AGREEMENT FOR MODIFICATION OF
SHORT FORM LINE OF CREDIT DEED OF TRUST (WITH FUTURE ADVANCE CLAUSE)**

Effective Date: 2/7/2012

Owner(s): PATRICIA L ZIEMER (sole ownership by virtue of right of survivorship after death of
spouse, N DAVID ZIEMER)

Mailing Address: 32317 MOUNTAIN LAKES DR, KLAMATH FALLS, OR 97601

Current Line of Credit Recorded Commitment \$ 150,000.00 being reduced to \$ 67,500.00

Senior Lender: State Farm Bank
111 CORPORATE OFFICE DR. STE. 300
EARTH CITY, MO 63045

Subordinating Lender: Wells Fargo Bank, N.A.

101 North Phillips Avenue, Sioux Falls, SD 57104

If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is notice that the line of credit agreement owned by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan owned by the Wells Fargo Home Mortgage Group.

Trustee: Wells Fargo Financial National Bank

Property Address: 32317 MOUNTAIN LAKES DR, KLAMATH FALLS, OR 97601

T7Am

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.

PATRICIA L ZIEMER

(individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Lender and the Trustee, if applicable, 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 description more particularly described in the attachment titled "Exhibit A"

which document is dated the 8th day of June, 2006, which was filed in Document ID# M06-13551 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 PATRICIA L ZIEMER AND N DAVID ZIEMER (DECEASED) (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 \$ 192,000.00 (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. Agreement to Change Credit Limit

Change in Line of Credit Agreement

The Subordinating Lender's agreement to subordinate is conditioned on the reduction in the Borrower's revolving Line of Credit from \$ 150,000.00 to \$ 67,500.00.

By signing this Agreement below, the Borrower agrees to this change.

Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$ 150,000.00 to \$ 67,500.00.

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. 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.

E. Signatures and Acknowledgements

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

(ACKNOWLEDGEMENT PAGE FOLLOWS)

SUBORDINATING LENDER:

Wells Fargo Bank, N.A.

By

(Signature)

2/7/2012

Date

Gabriel Georgescu

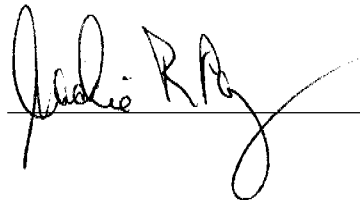
(Printed Name)

Customer Service Supervisor

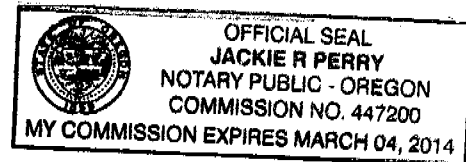
(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 7 day of Feb, 2012, by Gabriel Georgescu, as Customer Service Supervisor of Wells Fargo Bank, N.A., on behalf of said Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.



(Notary Public)



BORROWER(S): I received and read a completed copy of this Modification Agreement before I signed it. I agree to all its terms.


(Signature) PATRICIA L ZIEMER

2/17/12
(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

OWNER(S): As a signer on the Security Instrument under the Line of Credit Agreement, the undersigned hereby acknowledges this Modification Agreement and agrees to its terms, and a receipt of a copy of the same.

(Signature) PATRICIA L ZIEMER

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

For An Individual Acting In His/Her Own Right:

State of OR)

County of Jackson)

This instrument was acknowledged before me on 2-17-12 (date) by
Patricia L. Ziemer

(name(s) of person(s)).



Kelli Hogenson
(Signature of notarial officer)

Escrow Officer
Title (and Rank)

My commission expires: 3-2-12

Exhibit A

Reference Number: 9023123299

Legal Description:

LEGAL DESCRIPTION

"EXHIBIT A"

Lot 25 in Block 6, MOUNTAIN LAKES HOMESITES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.