

NTC 92500

2012-002660

Klamath County, Oregon



00115224201200026600040042

03/12/2012 03:38:47 PM

Fee: \$52.00

RECORDING COVER SHEET

ORS 205.234

This cover sheet has been prepared by the person presenting the attached instrument for recording. Any error in this cover sheet DOES NOT affect the transaction(s) contained in the instrument itself.

1. AFTER RECORDING RETURN TO -

Required by ORS 205.180(4) &
205.238:

Servicelink

**4000 Industrial Blvd. Aliquippa, PA
15001**

2. TITLE(S) OF THE TRANSACTION(S) - Required by ORS 205.234(1)(a)

Note: "Transaction" means any action required or permitted by law to be recorded, including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property. Enter descriptive title for the instrument:

SUBORDINATION

3. DIRECT PARTY / GRANTOR and Address - Required by ORS 234(1)(b)

GMAC MORTGAGE, LLC

Grantor's Address:

3451 HAMMOND AVE, WASTERLOO, IA 50702

4. INDIRECT PARTY / GRANTEE and Address - Required by ORS 234(1)(b)

JPMorgan Chase Bank, NA

Grantee's Address:

1111 Polaris Parkway Floor 4J Columbus, OH 43240

5. For an instrument conveying or contracting to convey fee title, the information required by ORS 93.260:

**UNTIL A CHANGE IS REQUESTED,
ALL TAX STATEMENTS SHALL BE
SENT TO THE FOLLOWING
ADDRESS:**

CHRIS SCHWEIGER

5817 HARLAN DR.

KLAMATH FALLS, OR 97603

6. TRUE AND ACTUAL

CONSIDERATION - Required by

ORS 93.030 for an instrument conveying or contracting to convey fee title or any memorandum of such instrument:

\$

7. TAX ACCOUNT NUMBER OF THE PROPERTY, IF THE INSTRUMENT CREATES A LIEN OR OTHER INTEREST THAT COULD BE SUBJECT TO TAX FORECLOSURE -

Required by ORS 312.125(4)(b)(B):

R563544

529m

7303639587

WHEN RECORDED MAIL TO:

**GMAC Mortgage, LLC
3451 Hammond Ave
Waterloo IA 50702
Prepared by: Jodi Verly**

Chicago Title
Servicelink Division
4000 Industrial Blvd
Aliquippa, PA 15001

10493850

SUBORDINATION AGREEMENT

THIS AGREEMENT, made **January 24, 2012**, by **Mortgage Electronic Registration System, Inc.**, present owner and holder of the Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH:

THAT Chris Schweiger, ("Owner"), did execute a Deed of Trust dated **June 23, 2005**, to **Regional Trustee Services Corp**, as trustee, covering:

SEE ATTACHED

To secure a Note in the sum of **\$25,275.00** dated **June 23, 2005** in favor of **Mortgage Electronic Registration System, Inc.** which Deed of Trust was recorded on **June 30, 2005** in Book **M05** and Page **49899**, Official Records.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of (Not to Exceed) **\$123,157.00** dated 2-8-12 in favor of **JPMorgan Chase Bank, N.A.**, 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;

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 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 Lender; and


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

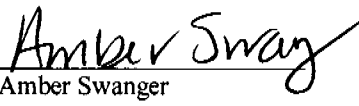
- (1) That said Deed of Trust securing said note in favor of Lender, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Beneficiary's Deed of Trust first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) Nothing herein contained shall affect the validity or enforceability of Beneficiary's Deed of Trust except for the subordination as aforesaid.

Beneficiary declares, agrees and acknowledges that

It 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, relinquishment and subordination, a specific loan is being 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.

Mortgage Electronic Registration System, Inc.

By: 
Jill Bohlken
Title: Assistant Secretary

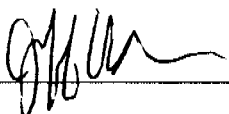
Attest: 
Amber Swanger
Title: Assistant Secretary

STATE OF IOWA
ss:

COUNTY OF BLACK HAWK

On January 24, 2012, before me Jeff Uden, a notary public in and for the said county, personally appeared Jami Beranek known to me to be an Assistant Secretary of Mortgage Electronic Registration Systems, Inc. ("MERS") and Amber Swanger known to me to be an Assistant Secretary of Mortgage Electronic Registration Systems, Inc. ("MERS"), Solely Defined As Nominee For The Lender, GMAC Mortgage, LLC, the Limited Liability Company that executed the within instrumental also known to me (or proved to me on the basis of satisfactory evidence to be the person who executed the with instrument, behalf of the Limited Liability Company herein named and acknowledged to me that such Limited Liability Company executed the same.

WITNESS my hand and notarial seal.


Notary Public

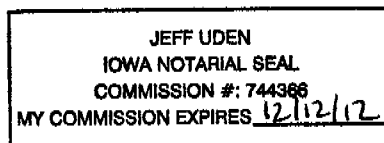


Exhibit "A"
Legal Description

Lot 9 in Block 2 of SUNSET VILLAGE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.