

NJC93253

2012-004622

Klamath County, Oregon



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05/02/2012 03:26:29 PM

Fee: \$52.00

Recording requested by: LSI

When recorded return to :

Non Aqua Dept./Renee Monroy

5 Peters Canyon Rd. Suite 200

Irvine, CA. 92606

800-756-3524 ext. 5590

13806410  
MT

**This Instrument Prepared by:**

Wells Fargo

P.O. Box 4149 MAC P6051-019

Portland, OR 97208-4149

1-800-945-3056

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX3946-1998

Reference Number: 7028851245

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

Effective Date: 3/26/2012

Owner(s): ROBERT D POWELL  
ROCHELLE D POWELL

Mailing Address: 10238 MOURNING DOVE DR, KLAMATH FALLS, OR 97601

Current Lien Amount: \$100,000.00

Senior Lender: Wells Fargo Bank, N. A.

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 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: 10238 MOURNING DOVE DR, KLAMATH FALLS, OR 97601

52DWT

**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.

ROBERT D. POWELL, A MARRIED MAN AND ROCHELLE D. POWELL, A MARRIED WOMAN AS TENANTS BY ENTIRETY (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 Linc 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 15th day of February , 2006, which was filed in Document ID# M06-04533 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 ROBERT D POWELL and ROCHELLE D POWELL (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 \$65,128.00 (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**

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 Fargo Bank, N.A.

By \_\_\_\_\_  
(Signature)

Jodi Sanborn  
(Printed Name)

Assistant Vice President  
(Title)

**MAR 26 2012**

\_\_\_\_\_  
Date

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Oregon )

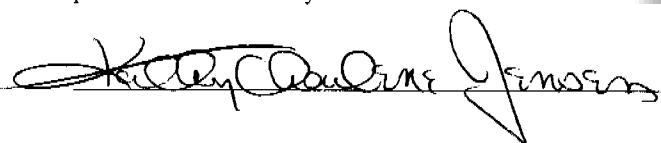
)

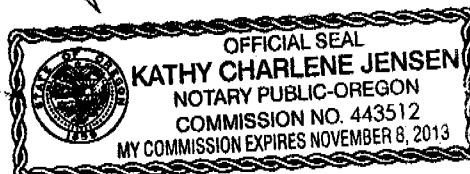
COUNTY OF Multnomah )

)  
(ss.)

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The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 26 day of March 2012, by Jodi Sanborn, as Assistant Vice President 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 me or has produced satisfactory proof of his/her identity.

 (Notary Public)



**LEGAL DESCRIPTION  
EXHIBIT "A"**

**Lot 522, Running Y Resort, Phase 5, according to the Official Plat thereof on file in  
the Office of the County Clerk of Klamath County, Oregon.**

**APN: R-3808-010B0-07200-000**

**(Order Id # 13806410)**