

2012-007654

Klamath County, Oregon

WHEN RECORDED RETURN TO:

When Recorded Return To:
 Indecomm Global Services
 2925 Country Drive
 St. Paul, MN 55117



07/13/2012 08:43:18 AM

Fee: \$62.00

77766823
 LOAN: 701214428

② 56456090-1309711

SUBORDINATION AGREEMENT

1. **STERLING SAVINGS BANK dba STERLING BANK** referred to herein as "subordinator", is the owner and holder of a deed of trust dated **September 9, 2005** which is recorded on **September 12, 2005** in the amount of **\$100,000.00** in Book M05, page 64007, records of **Klamath County**. Modification of Deed of Trust dated **December 8, 2008** which is recorded on **December 8, 2008** in the amount of **\$101,000.00** under auditor's file No **2008-016154**, records of **Klamath County**.

2. J P Morgan Chase Bank, N.A. referred to herein as "lender" is the owner and holder of the deed of trust dated 6-8-2012, in the amount of \$210,770.00, executed by Thomas Fuller & Cynthia J. Fuller under auditor's file No. 2012-006882 records of Klamath County (which is to be recorded concurrently herewith). on 6-22-2012

3. **D. Thomas Fuller & Cynthia J. Fuller**, referred to herein as "owner," is the owner of all the real property described in the deed of trust identified above in Paragraph 2.

4. In consideration of benefits to "subordinator" from "owner", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its deed of trust and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of the deed of trust identified in Paragraph 1 above to the lien of "lender's" deed of trust identified in Paragraph 2 above, and all advances or charges made or accruing hereunder, including any extension or renewal thereof.

5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" deed of trust, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its deed of trust or see to the application of "lender's" deed of trust funds, and any application or use of such funds for purposes other than those provided for in such deed of trust, note or agreements shall not defeat the subordination herein made in whole or in part.

6. It is understood by the parties hereto that "lender" would not make the loan secured by the deed of trust in Paragraph 2 without this agreement.

7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to a deed of trust or deeds of trust to be thereafter executed.

8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT; PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THAT PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Executed: **May 25, 2012**

STERLING SAVINGS BANK dba STERLING BANK

Mariko Morgan, Lending Production Specialist

 D. Thomas Fuller

 Cynthia J. Fuller

WHEN RECORDED RETURN TO:

**STERLING SAVINGS BANK dba
STERLING BANK
PO BOX 2224
ATTN: LOAN SUPPORT
SPOKANE, WA 99210**

LOAN: 701214428

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2. _____, referred to herein as "lender" is the owner and holder of the deed of trust dated _____, in the amount of \$ _____, executed by _____ under auditor's file No. _____, records of _____ County (which is to be recorded concurrently herewith).

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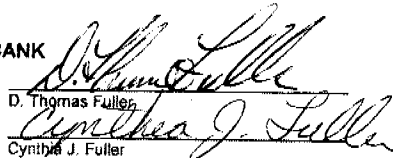
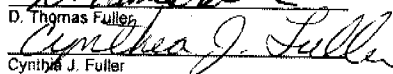
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Executed: **May 25, 2012**

STERLING SAVINGS BANK dba STERLING BANK


Markko Morgan, Lending Production Specialist


D. Thomas Fuller

Cynthia J. Fuller

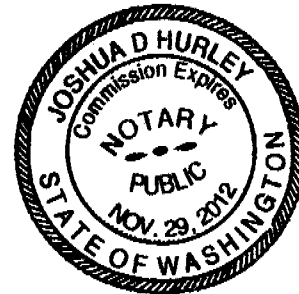
ACKNOWLEDGMENT – Corporate

STATE OF WASHINGTON
COUNTY OF SPOKANE

On **May 29, 2012**, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mariko Morgan known to me to be the Lending Production Specialist of Sterling Savings Bank dba Sterling Bank, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she** is authorized to execute the said instrument

Witness my hand and official seal hereto affixed the day and year first above written

Joshua D Hurley
Notary Public in and for the State of
Washington, residing at Spokane Co.
My appointment expires Nov 29th 2012



ACKNOWLEDGMENT – Individual

STATE OF _____
COUNTY OF _____

On this day personally appeared before me _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that **he/she** signed the same as **his/her** free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20____

Notary Public in and for the State of _____,
residing at _____
My appointment expires _____

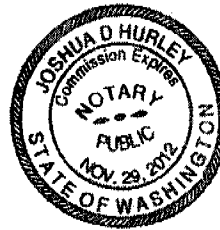
ACKNOWLEDGMENT – Corporate

STATE OF WASHINGTON
COUNTY OF SPOKANE

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Witness my hand and official seal hereto affixed the day and year first above written

Joshua D Hurley
Notary Public in and for the State of
Washington, residing at Spokane Co.
My appointment expires Nov 29th 2012



ACKNOWLEDGMENT – Individual

STATE OF OREGON
COUNTY OF KLAMATH

On this day personally appeared before me RHONDA J YOUNG
D THOMAS FULLER AND CYNTHIA J FULLER to me
known to be the individual(s) described in and who executed the within and foregoing instrument,
and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for
the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8 day of JUNE
20 12

Rhonda J Young
Notary Public in and for the State of OREGON
residing at KLAMATH FALLS OREGON
My appointment expires 2-6-15

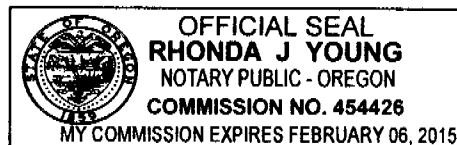


Exhibit A

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

BEGINNING AT A POINT WHICH IS THE INTERSECTION OF THE CENTERLINE OF THE USBR CANAL AND THE WESTERLY LINE OF GOVERNMENT LOT 7 LOCATED IN SECTION 13, TOWNSHIP 39 SOUTH, RANGE 10 E.W.M.; THENCE NORTH ALONG THE SECTION LINE A DISTANCE OF 15 FEET TO A POINT; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTHERLY LINE OF LOT 7 A DISTANCE OF 30 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SECTION 13, A DISTANCE OF 30 FEET TO A POINT; THENCE WESTERLY A DISTANCE OF 30 FEET TO THE WEST LINE OF SECTION 13; THENCE NORTH ALONG SAID LINE TO THE POINT OF BEGINNING.

Parcel ID: 3910-01300-00602-000

Commonly known as 15855 S POE VALLEY RD, Klamath Falls, OR 97603
However, by showing this address no additional coverage is provided



U02732075

1634 6/14/2012 77766833/2