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SK

2012-008010

Klamath County, Oregon



00121559201200080100080084

07/23/2012 03:00:32 PM

Fee: \$72.00

This instrument was prepared by:
Green Tree Servicing LLC

When Recorded return to:
Green Tree Servicing LLC
Mortgage Amendments Department
7360 South Kyrene Road T316
Tempe, AZ 85283

SUBORDINATION OF DEED OF TRUST

Acct# 68008311

Subordination Agreement is null and void if: Not recorded within 90 days of acknowledgment date, corrections or changes are made or provisions defined herein are not met.

WHEREAS, Countrywide Document Custody Services, A Division of Treasury Bank, N.A., is the holder of a Deed of Trust, hereinafter referred to as "Holder", in the amount of \$19,500.00 dated July 27, 2005 and recorded August 1, 2005, as Instrument No. N/A, Book M05, Page 60106, hereinafter referred to as "Existing Deed of Trust", on the following described property,

Property Description:

LOT 5 IN BLOCK 15 OF TRACT NO. 1064, FIRST ADDITION TO GATEWOOD, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

Property Address: 5033 Laurelwood Drive, Klamath Falls, Oregon 97603

WHEREAS, Kenneth S. Cooper and Elena A. Cooper, As Tenants by the Entirety, as owner(s) (the "Owners") of said property desire to refinance the first lien on said property;

F.
72.00

WHEREAS, it is necessary that the new lien to Flagstar Bank, FSB, its successors and/or assigns, which secures a note in the amount not to exceed One Hundred Forty-Five Thousand Five Hundred Dollars and 00/100 (\$145,500.00), hereinafter referred to as "New Deed of Trust", be a first lien on the premises in question,

WHEREAS, Holder is willing to subordinate the lien of the Existing Deed of Trust to the lien of the New Deed of Trust **with the condition that there are no funds from the closing disbursed to the Owners;**

THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt of which is hereby acknowledged, Holder hereby subordinates the lien of the Existing Deed of Trust to the Lien of the New Deed of Trust conditioned upon the above-referenced provisions, so that the New Deed of Trust will be prior and superior in all respects and with regard to all funds advanced thereunder to the lien of the Existing Deed of Trust.

Bank of America, N.A. successor by merger to
Countrywide Document Custody Services, a division
of Treasury Bank, N.A. by Green Tree Servicing,
LLC its attorney in fact


Stephanie Rodgers, Assistant Vice President

Witness 1

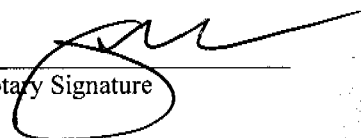

Cindy S. Wright

Witness 2

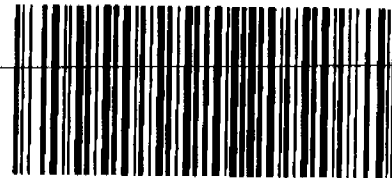

Michael Salen

State of Arizona}
County of Maricopa} ss.

On the 14th day of July in the year 2012 before me, the undersigned, personally appeared Stephanie Rodgers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Tempe, State of Arizona.


Notary Signature

I hereby certify this to be a true and
exact copy of the original



When Recorded Return To:
Green Tree Servicing LLC
Attn: Document Custody, T322
7360 South Kyrene Rd
Tempe, AZ 85283

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2009-0027242 01/13/09 01:16 PM
5 OF 5

FALUNBON

LIMITED POWER OF ATTORNEY

TO:	GREEN TREE SERVICING LLC
FROM:	Bank of America, National Association
DATED:	11/3/08
FOR:	BOA 2nd Lien Mortgage Loan Transfer – Nov 2008

POWER OF ATTORNEY

Bank of America, National Association (the "Owner") hereby appoints Green Tree Servicing LLC or any affiliate thereof that is servicing the Mortgage Loan (the "Servicer") as its true and lawful attorney-in-fact to act in the name, place and stead of the Owner for the purposes set forth below. This Limited Power of Attorney is given pursuant to a certain Servicing Agreement, by and between the Owner and Servicer, dated as of October 31, 2008 (the "Agreement") to which reference is made for the definition of all capitalized terms herein.

Now, therefore, the Owner does hereby constitute and appoint the Servicer the true and lawful attorney-in-fact of the Owner in the Owner's name, place and stead with respect to each Mortgage Loan serviced by the Servicer pursuant to the Agreement for the following, and only the following, purposes:

1. To execute, acknowledge, seal and deliver deeds, deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, tax authority notifications and other instruments of sale, conveyance and transfer, full or partial releases, subordinations, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary and proper to effect the execution, delivery, conveyance or recordation of filing of said documents.
2. To execute and deliver affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavits, affidavits of merit, verifications of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of the Owner in connection with foreclosure, bankruptcy and eviction actions.
3. To endorse and/or assign any borrower or Mortgagor's check or negotiable instrument received by the Servicer as a payment under a Mortgage Loan.

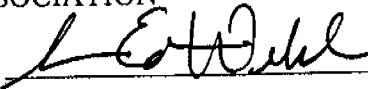
The Owner intends that this Limited Power of Attorney be coupled with an interest and is not revocable.

The Owner further grants to its attorney-in-fact full authority to act in any manner reasonable, proper and necessary to exercise the foregoing powers, and ratifies every such act that Servicer may lawfully perform in exercising those powers by virtue hereof.

The Servicer shall indemnify, defend and hold harmless the Owner, its successors and assigns, from and against any and all losses, costs, expenses (including, without limitation, actual attorneys' fees), damages, liabilities, demand or claims of any kind whatsoever ("Claims") arising out of, related to, or in connection with (i) any act taken by the Servicer pursuant to this Limited Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of this Limited Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby.

IN WITNESS WHEREOF, the Owner has executed this Limited Power of Attorney this
3rd day of November, 2008.

BANK OF AMERICA, NATIONAL
ASSOCIATION

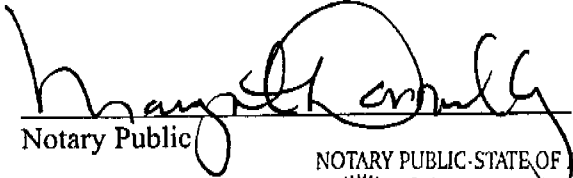
By: 

Title: SVP


STATE OF FLORIDA)
) ss.
COUNTY OF Duval)

On this 3 day of November, 2008, before me appeared Susan Edris Welsh, to me personally known, who, being by me duly sworn, did say that he/she resides at Ponte Vedra Beach, FL, that he/she is the Senior Vice President of Bank of America, National Association, a National Bank, the company described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by order of the Board of Directors of such company.

[Stamp]


Notary Public

My Commission Expires

NOTARY PUBLIC-STATE OF FLORIDA
 Margaret Donnelly
Commission # DD584774
Expires: AUG. 29, 2010
BONDED THRU ATLANTIC BONDING CO., INC.



2009 00032450
Bk: 28186 Pg: 242 Page: 1 of 2
Recorded: 06/30/2009 08:59 AM

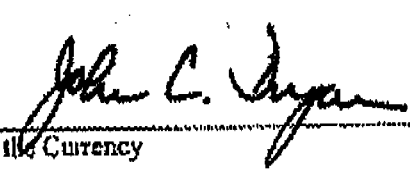
Comptroller of the Currency
Administrator of National Banks

Washington, DC 20219

CERTIFICATE OF MERGER

I, John C. Dugan, Comptroller of the Currency, do hereby certify that the document hereto attached is a true and complete copy of the certificate recorded in this Office, evidencing the Merger of "Countrywide Bank, National Association," with and into "Bank of America, National Association," Charlotte, North Carolina, (Charter No. 13044), effective April 27, 2009.

IN TESTIMONY WHERE OF, I have hereunto
subscribed my name and caused my seal of office to be
affixed to these presents at the Treasury Department,
in the City of Washington and District of Columbia,
this June 25, 2009


Comptroller of the Currency





Comptroller of the Currency
Administrator of National Banks

Large Bank Licensing
Mail Stop 7-13
250 E Street, SW
Washington, DC 20219

April 27, 2009

Ms. Radhi Thayu
Assistant General Counsel
Bank of America Corporation
NY 1-100-18-07
One Bryant Park
New York, NY 10036

Re: Application by Countrywide Bank, FSB, Centennial, Colorado to convert to a national bank and application to merger Countrywide Bank, National Association with and into Bank of America, National Association, Charlotte, North Carolina.
Application Control Numbers: 2009-ML-01-0003; 2009-ML-02-0003

Dear Ms. Thayu:

This letter is the official certification of the Comptroller of the Currency (OCC) of the conversion of Countrywide Bank, FSB, Centennial, Colorado to a national bank with the name Countrywide Bank, National Association, effective April 27, 2009. This is also the certification to merge Countrywide Bank, National Association with and into Bank of America, National Association, Charlotte, North Carolina, effective April 27, 2009.

This letter is also the official authorization for Bank of America, National Association to operate the former main office of Countrywide Bank, National Association as a branch of Bank of America, National Association as detailed below:

Popular Name: Colorado Branch
Address: 6465 South Greenwood Plaza, Suite 200
Centennial, Colorado
Branch Number: 146797A

If you have questions regarding this letter, please contact me at (202) 874-5294 or by email at: Stephen.Lybarger@occ.treas.gov. Please reference the application control number or numbers in any correspondence.

Sincerely,

Stephen A. Lybarger
Large Bank Licensing Lead Expert