

1st
1850295

2012-008280

Klamath County, Oregon



00121894201200082800060063

07/30/2012 11:23:47 AM

Fee: \$67.00

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 Division
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:

Deed of Trust - Subordination

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

Nadejda Poznanskaya

Grantor's Address:

404 Washington St Klamath Falls, Or 97601

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

JP Morgan Chase

Grantee's Address:

**1111 Polaris Parkway
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:**

**404 Washington St Klamath
Falls, Or 97601**

**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:

\$289,532.00

- 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):**

F.
62.00

3

WHEN RECORDED RETURN TO:

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

LOAN: 601173046

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 **May 1, 2008** which is recorded on **May 1, 2008** in the amount of **\$30,100.00** under auditor's file No **2008-006371**, records of **Klamath** County.
2. _____ referred to herein as "lender" is the owner and holder of the deed of trust dated June 15, 2012 in the amount of \$ _____ executed by Mariko Morgan under auditor's file No 2012-000014, records of Klamath County (which is to be recorded concurrently herewith).
3. **Nadejda Poznanskaya**, 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 11, 2012**

STERLING SAVINGS BANK dba STERLING BANK


Mariko Morgan, Lending Production Specialist


Nadejda Poznanskaya

WHEN RECORDED RETURN TO:

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

Chicago Title
Servicelink Division
4000 Industrial Blvd
Allquippa, PA 15001

LOAN: 601173046

16901450

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2. _____ referred to herein as "lender" is the owner and holder of the deed of trust dated June 15, 2012, in the amount of \$_____, executed by JP Morgan Chase Bank NA under auditor's file No 2012-005279, records of Klamath County (which is to be recorded concurrently herewith).
3. **Nadejda Poznanskaya**, 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.
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Executed: **May 11, 2012**

STERLING SAVINGS BANK dba STERLING BANK


Mariko Morgan, Lending Production Specialist

Nadejda Poznanskaya

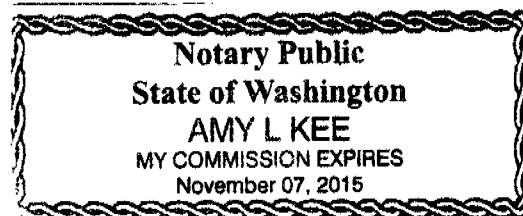
ACKNOWLEDGMENT – Corporate

STATE OF WASHINGTON
COUNTY OF SPOKANE

On **May 11, 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

Amy L Kee
Notary Public in and for the State of
Washington, residing at Spokane Co.
My appointment expires Nov 7, 2015



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 _____

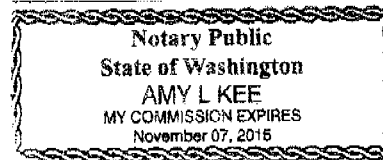
ACKNOWLEDGMENT – Corporate

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

Amy L Kee
Notary Public in and for the State of
Washington, residing at Spokane Co.
My appointment expires Nov 7, 2015



ACKNOWLEDGMENT – Individual

STATE OF OREGON
COUNTY OF KLAMATH

On this day personally appeared before me NADEJDA POZNANSKAYA, 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 15 day of JUNE, 2012

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

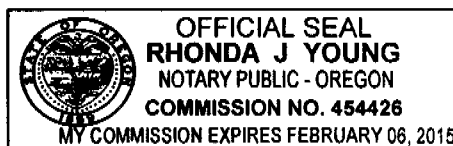


Exhibit "A"

Real property in the County of Klamath, State of Oregon, described as follows:

The Northwesterly 88 feet of Lot 5 in Block 50 in FIRST ADDITION TO THE CITY OF KLAMATH FALLS, Oregon, described as follows:

Beginning at the Northwesterly corner of said Block 50, thence in a Northeasterly direction along the Southerly line of Washinton Street in said Addition 53.2 feet to the Northeasterly corner of said Lot 5, thence in a Southeasterly direction parallel with Fourth Street in said Addition 88 feet; thence in a Southwesterly direction parallel with Washington Street 53.2 feet to the Westerly line of said Lot 5, thence in a Northwesterly direction along the Easterly line of Fourth Street 88 feet to the place of beginning.

Tax Parcel Number: R412440