77853857

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

## WHEN RECORDED RETURN TO:

2012-009356 Klamath County, Oregon



08/24/2012 09:44:14 AM

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

LOAN: 701220359

#### SUBORDINATION AGREEMENT

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 January 7, 2009 which is recorded on January 12,
2009 in the amount of \$45,000.00 under auditor's file No 2009-000315, records of Klamath
County. To want to the set
2
"lender" is the owner and holder of the deed of trust dated 19, 30 in the amount of
\$ 131, 819-00, executed by Mathiew M Shuck + Mary C Shack under
auditor's file No. 2012 - 00 8 44R records of thmath County (which is to be
recorded concurrently herewith). 11 Than Page 14, 15 mm of 213040
3. Matthew M Stuck and Mary C Shuck, 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
6. It is understood by the parties hereto that refider 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.
bould 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: July 2, 2012

STERLING SAVINGS BANK dba STERLING BANK

Matthew M Sauck Mary C Spuck Mariko Morgan, Lending Production Specialist Seenent B When Recorded Return To: Indecomm Global Services 2925 Country Drive St. Paul, MN 55117

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auditor's file No. 2011 - A. Cultur records of	f County (which is to be	
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Excounted. Vary, 23, 20 12		
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A Combre of Gran	Man & Sheep	
Mariko Morgan, Lending Production Specialist	Mary C'Scuck Shuck MCS	
AND THE STATE OF T	STACK INCS	

#### **ACKNOWLEDGMENT – Corporate**

# STATE OF WASHINGTON COUNTY OF SPOKANE

residing at

My appointment expires

On **July 2, 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

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Witness my hand and official seal hereto affixed the day and year first above written Notary Public in and for the State of Washington, residing at Spokane Co. My appointment expires \_\_\_\_\_\_\_\_\_ ACKNOWLEDGMENT - Individual STATE OF \_ OK COUNTY OF KLAMATH On this day personally appeared before me NATTHEW M. SHUCK

and MARY C. SHUCK

to be the individual(s) described in and who executed the within and foregoing instrument, and , to me known 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 19th day of 20 /3 Notary Public in and for the State of Oresiding at KLAMATH COL My appointment expires OFFICIAL SEAL
JO ANN R SIEBECKE
NOTARY PUBLIC - OREGON
COMMISSION NO. 439356

MY COMMISSION EXPIRES JULY 6, 2013

### Exhibit A

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

PARCEL 2 OF MINOR LAND PARTITION NO. 80-18, SITUATED IN THE W1/2 NE1/4, SECTION 32, TOWNSHIP 40 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON

Parcel ID: R-4011-03200-00700-000

Commonly known as 19770 DODDS HOLLOW RD, Merrill, OR 97633 However, by showing this address no additional coverage is provided

1634 7/25/2012 77853857/2