

MTC 94000

2012-011460  
Klamath County, Oregon  
10/16/2012 11:21:06 AM  
Fee: \$52.00

**After Recording Return To:**

Oregon Affordable Housing Assistance Corp.  
Oregon Homeownership Stabilization Initiative  
725 Summer Street NE, Suite B  
Salem, OR 97301-1266

**Chicago Title**  
**ServiceLink Division**  
4000 Industrial Blvd  
Aliquippa PA 15001

Space above this line used for recorders use

**SUBORDINATION AGREEMENT**

THIS SUBORDINATION AGREEMENT ("Agreement") is made and entered into this 15<sup>th</sup> day of July, 2012, by and between **OREGON AFFORDABLE HOUSING ASSISTANCE CORPORATION** with an address of 725 Summer Street NE, Suite B, Salem OR 97301-1266, hereinafter called the "First Party" and JP Morgan chase Bank, NA; 3050 Highland Pkwy, Downers Grove, IL 60515 hereinafter called the "Second Party",

WITNESSETH:

On or about July 15, 2012, DOUG CULLEY, being the owner (referred to hereinafter as the "Owner" or "Borrower") of property located in Klamath County, Oregon and described on Exhibit A hereto (the "Premises"), executed and delivered to the First Party a certain SUBORDINATE MORTGAGE

(State whether mortgage, trust deed, security agreement)

(herein called the "First Party Lien") on the Premises, to secure the sum of \$20,000.00, which lien was recorded on October 14, ~~2012~~ 2011, in the Records of Klamath County, Oregon as Document No. 2011-11448.

The First Party is the legal and beneficial owner of the First Party Lien and the debt secured thereby which is evidenced by one or more promissory notes made by the Borrower in favor of the First Party.

Borrower wishes to obtain a loan from Second Party for the purposes of refinancing Borrower's current first mortgage loan on the Premises securing an unpaid principal balance of \$157,081.78, in favor of JP Morgan Chase recorded on ~~11-27-12~~ 8-10-2012 in the Records of Klamath County, Oregon, as Document No. 2012-008859 which lien and the underlying debt shall be terminated upon such refinancing.

The First Party and the Second Party agree that the principal amount of such refinancing shall not exceed \$161,414.00, with interest thereon at a rate not exceeding 4.125% per annum, and a maturity date of 360 months, and shall be secured by a certain Deed of Trust

(State nature of lien to be given, whether mortgage, trust deed, contract, or otherwise)

(herein called the "Second Party Lien") on the Premises, recorded on 8-10-2012, in the Records of Klamath County, Oregon, as Document No. 2012-008859.

To induce the Second Party to make the loan last mentioned, the First Party has agreed and consented to subordinate First Party's Lien to the Second Party's Lien.

*47000*

NOW, THEREFORE, for value received, and for the purpose of inducing the Second Party to make the loan aforesaid the First Party hereby agrees that the First Party's Lien is and shall be expressly subordinate and junior to the Second Party's Lien.

It is expressly understood and agreed that nothing herein contained shall be construed to change, alter or impair the First Party's Lien, except as herein above expressly set forth.

In construing this Agreement, and where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this agreement shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the undersigned have executed this Agreement. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

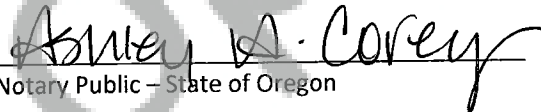
OREGON AFFORDABLE HOUSING ASSISTANCE CORPORATION

  
\_\_\_\_\_  
NANCY L. CAIN, TREASURER

STATE OF OREGON

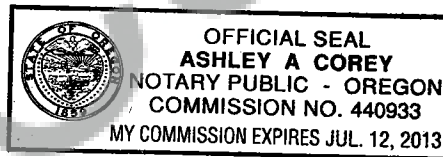
COUNTY OF Marion

This instrument was acknowledged before me this 11<sup>th</sup> day of July, 2012, by NANCY L. CAIN as TREASURER of OREGON AFFORDABLE HOUSING ASSISTANCE CORPORATION.

  
\_\_\_\_\_  
Notary Public - State of Oregon

[SECOND PARTY]

\_\_\_\_\_  
\_\_\_\_\_, PRESIDENT



STATE OF OREGON

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as PRESIDENT of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public - State of Oregon

Exhibit "A"  
Legal Description

Lot 9 in Block 3 of PLAT NO. 1204, LITTLE RIVER RANCH, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax/Parcel ID:

Unofficial  
Copy