

2012-011862
Klamath County, Oregon
10/25/2012 11:24:49 AM
Fee: \$67.00

mtc 95086
WHEN RECORDED MAIL TO
U.S. Bank National Association
Retail Service Center
1850 Osborn Ave.
Oshkosh, WI 54903-2746

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Deed of Trust Subordination Agreement

Account No. 9259

This Agreement is made this 10 day of October, 2012, by and between US Bank National Association ("Bank")
4325 17th Ave S.W., Fargo, N.D. 58103 and UMPQUA BANK ("Refinancer")

("Refinancer") address: _____

Bank is the beneficiary under a deed of trust (the "Junior Deed of Trust") dated 17 day of November, 2005, granted by Shelley A Buckingham and Keith G Buckingham ("Borrower"), and recorded in the office of the County Recorder, Klamath County, Oregon, in Book _____, Page _____, as Document M05-70911, encumbering the real property described therein (collectively, the "Property"). Refinancer is the beneficiary under a deed of trust (the "Senior Deed of Trust") dated _____, 20____, granted by the Borrower, and recorded in the same office on _____, 20____, as *concurrently recorded here with* encumbering the property. To induce Refinancer to make a loan to the Borrower secured by the Senior Deed of Trust, Bank has agreed to execute and deliver this Subordination Agreement.

ACCORDINGLY, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby agrees with Refinancer that the lien of the Junior Deed of Trust on the Property is and shall be and shall remain fully subordinate for all purposes to the lien of the Senior Deed of Trust on the Property, to the full extent of all sums from time to time secured by the Senior Deed of Trust; provided, however, that the total indebtedness secured by the Senior Deed of Trust does not exceed \$ 120,000.00, exclusive of interest thereon, amounts advanced to protect the lien and priority of the Senior Deed of Trust, and costs of collection, and provided further, that this agreement shall not be effective until each other mortgage or other lien recorded against the property (other than the Senior Mortgage) and each judgment that is a lien against the Property shall be subordinated of record of the lien of the Senior Mortgage.

62 AMT

Legal Description: See Attached Legal

Property Address 1880 Terrace Ave, Klamath Falls, OR 97601

IN WITNESS THEREOF, this Subordination Agreement is executed on the day and year first above stated.

Bank Name: US Bank National Association

By: Steven Barnes

Title: Vice President

STATE OF Wisconsin)

COUNTY OF Winnebago)

The foregoing instrument was acknowledged before me this 10 day of October, 2012, by (name) Steven Barnes, the (title) Vice President of US Bank National Association, a national banking association, on behalf of the association.

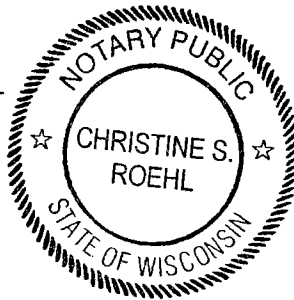
Christine S. Roehl

Christine S. Roehl, Notary Public

My Commission Expires: 02/03/2013

Chelsie Flink

Prepared by: Chelsie Flink



**Recording Requested by &
When Recorded Return to:**
US Bank, N.A.
1850 Osborn Avenue
Oshkosh, WI 54902

MODIFICATION TO DEED OF TRUST (LINE AGREEMENT)

This Modification modifies a Home Equity Line Agreement and a Deed of Trust. Terms used in this Modification:

Home Equity Line Agreement
Modification Date: 10/10/12
Note Date: 11/17/05
Maturity Date: 11/17/30
Account Number ending in: ****9259
Original Credit Limit: \$64,923.00
New Credit Limit: \$50,961.00

Bank: US Bank National Association ND
4325 17th Avenue SW
Fargo ND 58103

Borrowers: (as listed on mortgage) Shelley A Buckingham and Keith G Buckingham

The Deed of Trust is described on Exhibit A to this Modification. The Grantors are also listed on Exhibit A.

The Borrowers and the Bank entered into the Home Equity Line Agreement. The Grantors have signed the Deed of Trust securing the Home Equity Line Agreement. The deed of trust Property and other information about the deed of trust are described on Exhibit A.

The Borrowers and the Bank agree that the Home Equity Line Agreement is modified to decrease the Original Credit Limit to the amount of the New Credit Limit as shown above. The Grantors and the Bank agree that the Deed of Trust is modified to secure the entire New Credit Limit on the Home Equity Line Agreement. The maximum principal indebtedness secured by the Deed of Trust as modified by this Modification is the New Credit Limit shown above. There is no additional indebtedness secured by this Modification.

Borrowers and Grantors:

X Shelley A. Buckingham 10/23/12
Shelley A Buckingham Date

X Keith G Buckingham 10/23/12
Keith G Buckingham Date

X _____
Date

**Note: Only those persons named
as Grantors in Exhibit A have an
interest in the Deed of Trust Property
and are signing to modify the
Deed of Trust. All other signers are
signing merely to modify the
Home Equity Line Agreement**

State of Oregon)
County of Klamath) ss.

On this 23 day of October, 2012 before me, a notary public, personally appeared
Keith G Buckingham and Shelley A. Buckingham
known or identified to me to be the person(s) whose name(s) ~~is~~ (are) subscribed to the within instrument, and
acknowledged to me that ~~he~~ he/she they executed the same.

Cherice F. Treasure
Notary Public
Notary printed name Cherice F. Treasure
My commission expires 6/17/2016



U.S. Bank National Association, ND

Signature: _____

Steven Barnes, Vice President

State of Wisconsin)

ss

County of Winnebago)

This instrument was acknowledged before me on the 10 day of October, 2012, by
Steven Barnes, a Vice President of U.S. Bank National Association, ND, a national
banking association, on behalf of the association.

Christine S. Roehl
Christine S. Roehl, Notary Public

My Commission Expires on 02/03/2013



MODIFICATION TO DEED OF TRUST (LINE AGREEMENT) – EXHIBIT A

Deed of Trust – a deed of trust signed, dated and recorded as shown.

Grantors: Shelley A Buckingham and Keith G Buckingham

Trustee: US Bank Trust Company, National Association

Beneficiary: US Bank National Association

Deed of Trust Date: 11/17/05

Deed of Trust Recording Date: 12/13/05

Recording Office: Klamath County

Deed of Trust Recording Information: Doc: M05-70911

Legal Description of Property:

See Attached Legal

Parcel ID: 00R172574

Property Address: 1880 Terrace Ave
Klamath Falls, OR 97601

Certificate No.(Torrens Only):

This instrument drafted by:
U.S. Bank National Association ND
1850 Osborn Avenue
Oshkosh, WI 54902

Mail Tax Statements to:

Exhibit A

Lots 1 and 2 in Block 12 of MOUNTAIN VIEW ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, TOGETHER WITH that portion of vacated Arlington Drive, which inured thereto.