2012-012800 Klamath County, Oregon



WHEN RECORDED RETURN TO:

11/16/2012 03:10:46 PM

Fee: \$57.00

Recording Requested By & Return To: Chicago Title ServiceLink Division 4000 Industrial Blvd Aliquippa, PA 15001

LOAN: 600929760

## SUBORDINATION AGREEMENT

1. STERLING SAVINGS BANK dba STERLING	G BANK referred to herein as "subordinator", is		
the owner and holder of a deed of trust dated Se	eptember 21, 2005 which is recorded on		
September 23, 2005 in the amount of \$100,000	.00 under auditor's file No 64957, records of		
Klamath County.			
2 NOTICE FORD BOUL & NAT	referred to herein as		
"lender" is the owner and holder of the deed of t	rust dated 9 20 12 , in the amount of		
\$ 210,000,000, executed by Rorald	S. (010+ Joan E. Hat field Counder		
auditor's file No 2012 - 01180 , records of	ounty (which is to be		
recorded concurrently herewith).			
3 Joan F Hatfield Cole and Ronald S Cole. re	ferred to herein as "owner," is the owner of all the		
real property described in the deed of trust ident	ified 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 "suborc	linator" does hereby unconditionally subordinate		
the lien of the deed of trust identified in Paragra	oh 1 above to the lien of "lender's" deed of trust		
identified in Paragraph 2 above, and all advance	es or charges made or accruing hereunder.		
including any extension or renewal thereof.	o of offergoo made of accounty forces,		
5 "Subordinator" acknowledges that prior to the	e execution hereof, he has had the opportunity to		
examine the terms of "lender's" deed of trust, no	and agreements relating thereto, consents to		
and approves same and recognizes that "lende	r" has no obligation to "subordinator" to advance		
any funds under its deed of trust or see to the at	oplication of "lender's" deed of trust funds, and any		
application or use of such funds for purposes of	her than those provided for in such deed of trust,		
note or agreements shall not defeat the subordin	nation herein made in whole or in part.		
6. It is understood by the parties hereto that "lei	nder" would not make the loan secured by the		
deed of trust in Paragraph 2 without this agreem	ent.		
7 This agreement shall be the whole and only a	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 subordinati	on including, but not limited to, those provisions, if		
any, contained in the deed of trust first above m	entioned, which provide for the subordination of		
the lien or charge thereof to a deed of trust or de	eeds of trust to be thereafter executed.		
8. The heirs, administrators, assigns and succe	ssors in interest of the "subordinator" shall be		
· · · · · · · · · · · · · · · · · · ·			
posting by this agreement. * JOIS-OILL	2000 1009/12		
NOTICE: THIS SUBORDINATION AGREEMENT CO	ONTAINS 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 PURPOS	SES THAN IMPROVEMENT OF THE LAND. IT IS		
RECOMMENDED THAT; PRIOR TO THE EXECUTION	ON OF THIS SUBORDINATION AGREEMENT, THAT		
PARTIES CONSULT WITH THEIR ATTORNEYS WI	TH RESPECT THERETO.		
Executed: August 24, 2012			
STERLING SAVINGS BANK dba STERLING	SANK		
Latte War III	Joan E Hatfield Cole		
/X/TININ Y/ XXXIVIE	Ronald S Cole		
ZVERNU BE STANDAR I ANNING DIAMINITAN SNACIONS	ADDRIG A LOIP		

AMERITITLE , nas recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein:

57Ahrt

#### **ACKNOWLEDGMENT – Corporate**

STATE OF WASHINGTON COUNTY OF SPOKANE

residing at

My appointment expires \_\_\_\_

On **August 24, 2012**, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kathy M Starkel 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 ないいいいこう しょうしょう しゅうしゅう しゅうしゅう **Notary Public** lm State of Washington Notary Public in and for the State of Notary Public in and for the Co.
Washington, residing at Spokane Co. AMY L KEE MY COMMISSION EXPIRES November 07, 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 \_\_\_ Notary Public in and for the State of \_\_\_

# WHEN RECORDED RETURN TO:

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

LOAN: 600929760

## 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 September 21, 2005 which is recorded on September 23, 2005 in the amount of \$100,000.00 under auditor's file No 64957, records of		
Klamath County.		referred to herein as
2.	er of the deed of trust dated	referred to herein as , in the amount of under
eyeci	ited by	under
auditor's file No.	records of	under County (which is to be
recorded concurrently herewith	)).	
3. Joan E Hatfield Cole and Freal property described in the of the consideration of benefits thereby acknowledged, and to it agreements in connection therethe lien of the deed of trust idelidentified in Paragraph 2 above including any extension or renefolidentified in Paragraph 2 above including any extension or renefolidentified in Paragraph 2 above including any extension or renefolidentified in Paragraph 2 mand approves same, and recogany funds under its deed of trustant application or use of such fund note or agreements shall not deform the subordination of the particular to the subordination of the lien charge of the mortgage in favor prior agreements as to such, or any, contained in the deed of the lien or charge thereof to a contained in the deed of the lien or charge thereof to a contained in the deed of the lien or charge thereof to a contained in the deed of the lien or charge thereof to a contained in the deed of the lien or charge thereof to a contained in the deed of the lien or charge thereof to a contained in the deed of the lien or charge thereof to a contained in the deed of the lien or charge thereof to a contained in the deed of the lien or charge thereof to a contained in the deed of the lien or charge thereof to a contained in the deed of the lien or charge thereof to a contained in the deed of the lien or charge thereof to a contained in the deed of the lien or charge thereof to a contained in the deed of the lien or charge thereof to a contained in the deed of the lien or charge thereof the lien or charge the	Ronald S Cole, referred to haleed of trust identified above to "subordinator" from "owner nduce "lender" to advance from the with, the "subordinator" does not fitted in Paragraph 1 above to and all advances or charge was thereof.  The set that, prior to the execution deed of trust, note and agrantzes that "lender" has no ost or see to the application of some store than the effect the subordination here the shereto that "lender" would thout this agreement.  The whole and only agreement or charge of the deed of trust or deed of trust or dilender" above referred any, subordination including that the subordination including the state of the subordination including the s	erein as "owner," is the owner of all the in Paragraph 2.  r", receipt and sufficiency of which is unds under its deed of trust and all es hereby unconditionally subordinate to the lien of "lender's" deed of trust es made or accruing hereunder,  hereof, he has had the opportunity to eements relating thereto, consents to bligation to "subordinator" to advance if "lender's" deed of trust funds, and anyose provided for in such deed of trust, in made in whole or in part. If not make the loan secured by the between the parties hereto with regard st first above mentioned to the lien or and shall supersede and cancel any g, but not limited to, those provisions, in which provide for the subordination of set to be thereafter executed.  PROVISION WHICH ALLOWS THE TO OBTAIN A LOAN A PORTION OF
WHICH MAY BE EXPENDED FO RECOMMENDED THAT; PRIOR PARTIES CONSULT WITH THEII Executed: <b>August 24, 2012</b>	TO THE EXECUTION OF THIS	MPROVEMENT OF THE LAND. IT IS SUBORDINATION AGREEMENT, THAT CT THERETO.

STERLING SAVINGS BANK dba STERLING BANK

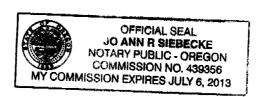
Lending Production Specialist

### **ACKNOWLEDGMENT - Corporate**

STATE OF WASHINGTON COUNTY OF SPOKANE

On **August 24, 2012**, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kathy M Starkel 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 **Notary Public** State of Washington Notary Public in and for the State of Washington, residing at Spokane Con AMY L KEE MY COMMISSION EXPIRES My appointment expires November 07, 2015 ACKNOWLEDGMENT - Individual STATE OF OF COUNTY OF KLAMAT On this day personally appeared before me JOAN E. HATFIELD to be the individual S. COLE , 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 OCTOBER tunt. Notary Public in and for the State of OR residing at 1881 MANZANITA St. KLAMATH FALLS OF 9760 1 My appointment expires 07.06.2013



#### British "A"

Lot 77, RUNNING Y RESORT, PHASE 1, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.