

2012-013567

Klamath County, Oregon

12/06/2012 08:16:40 AM

Fee: \$67.00

WTC 94100

This instrument was prepared by:
Green Tree Servicing LLC

Recording Requested By & Return To:
Chicago Title ServiceLink Division
4000 Industrial Blvd
Aliquippa, PA 15001 21686726

SUBORDINATION OF DEED OF TRUST

Acct# 68022741

Subordination Agreement is null and void if: Not recorded within 90 days of acknowledgment date, corrections or changes are made or provisions defined herein are not met.

WHEREAS, Countrywide Bank, N.A., is the holder of a Deed of Trust, hereinafter referred to as "Holder", in the amount of \$21,150.00 dated November 10, 2005 and recorded November 14, 2005, as Instrument No. M05-68978, Book NA, Page NA, hereinafter referred to as "Existing Deed of Trust", on the following described property,

Property Description:

PARCEL 1

A parcel of land situated in the NW1/4 of Section 10, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at a 3/8 inch iron pin inside a 3/4 inch iron pipe marking the Northwest corner of said Section 10 which marks the point of beginning for this description; thence South 00 degrees 08' 00" West along the West Section line of said Section 10 a distance of 771.61 feet; thence leaving said Section line South 89 degrees 30' 57" East 1289.35 feet to a point on the East line NW1/4 NW1/4 of said Section 10; thence North 00 degrees 10' 54" West along said East line 771.63 feet to the North line of said Section; thence West along the North line of Section 10 to the point of beginning.

LESS AND EXCEPTING THEREFROM...

72PMJ
Subordination - DOT

WHEREAS, it is necessary that the new lien to Citibank, N.A, its successors and/or assigns, which secures a note in the amount not to exceed Three hundred ten thousand seven hundred one Dollars and 00/100 (\$310,701.00), hereinafter referred to as "New Deed of Trust", be a first lien on the premises in question,

Dated: 10-13-12 Recorded: 10-24-12 Doc#: 2012011827

WHEREAS, Holder is willing to subordinate the lien of the Existing Deed of Trust to the lien of the New Deed of Trust with the condition that there are no funds from the closing disbursed to the Owners;

THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt of which is hereby acknowledged, Holder hereby subordinates the lien of the Existing Deed of Trust to the Lien of the New Deed of Trust conditioned upon the above-referenced provisions, so that the New Deed of Trust will be prior and superior in all respects and with regard to all funds advanced thereunder to the lien of the Existing Deed of Trust.

Bank of America, National Association successor by
merger to Countrywide Bank, N.A. by Green Tree
Servicing, LLC its attorney in fact



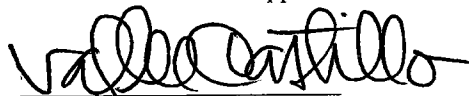
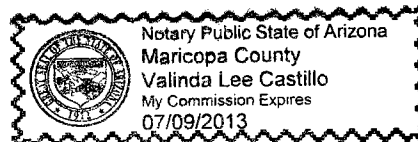
Stephanie Rodgers Assistant Vice President


Witness 1 Rachean T Morgan
Witness 2 Cindy S. Wright

State of Arizona}
County of Maricopa} ss.

On the 19 day of Sept. in the year 2012 before me, the undersigned, personally appeared

Stephanie Rodgers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Tempe, State of Arizona.


Notary Signature

A tract of land situated in the NW1/4 NW1/4 of Section 10, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Section 10; thence South 89 degrees 30' 57" East, along the North line of said Section 10, 200.00 feet to a 5/8 inch iron pin; thence South 00 degrees 08' 00" West 475.16 feet to a 5/8 inch iron pin; thence South 77 ° 41' 24" West 204.80 feet to a 5/8 inch iron pin on the West line of said Section 10; thence North 00 degrees 08' 00" East 520.50 feet to the point of beginning, with bearings based on Survey No. 1718, as recorded in the office of the Klamath County Surveyor.

PARCEL 2

A tract of land situate in the NE1/4 NE1/4 NE1/4 of Section 9, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southeast corner of said NE1/4 NE1/4 NE1/4; thence North 89 degrees 58' 16" West, along the South line of said NE1/4 NE1/4 NE1/4, 18.65 feet to the centerline of a 30 foot wide private road easement; thence North 36 degrees 25' 51" West, along said centerline, 65.71 feet; thence North 53 degrees 34' 09" East, at right angles to said centerline 15.00 feet to a 5/8 inch iron pin on the Northeasterly edge of said private road easement; thence North 28 degrees 13' 20" East 97.16 feet to a 5/8 inch iron pin on the East line of said NE1/4 NE1/4 NE1/4; thence South 00-degrees 08' 00" West 147.38 feet to the point of beginning.

Account No.: 3910-01000-00300-000 Key No.: 580847

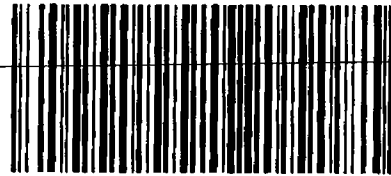
Account No.: 3910-01000-00300-000 Key No.: 595886

Account No.: 3910-009AA-00500-000 Key No.: 592567

Property Address: 12223 Lupine Lane, Klamath Falls, Oregon 97603

WHEREAS, Rebecca L. Whitney-Smith, and Gene L. Smith, Husband and Wife, as owner(s) (the "Owners") of said property desire to refinance the first lien on said property;

I HEREBY CERTIFY THIS TO BE A
TRUE AND EXACT COPY OF THE ORIGINAL



When Recorded Return To:
Green Tree Servicing LLC
Attn: Document Custody, T322
7360 South Kyrene Rd
Tempe, AZ 85283

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2009-0027242 01/13/09 01:16 PM
5 OF 5

PALUNBOR

LIMITED POWER OF ATTORNEY

TO:	GREEN TREE SERVICING LLC
FROM:	Bank of America, National Association
DATED:	11/3/08
FOR:	BOA 2nd Lien Mortgage Loan Transfer – Nov 2008

POWER OF ATTORNEY

Bank of America, National Association (the "Owner") hereby appoints Green Tree Servicing LLC or any affiliate thereof that is servicing the Mortgage Loan (the "Servicer") as its true and lawful attorney-in-fact to act in the name, place and stead of the Owner for the purposes set forth below. This Limited Power of Attorney is given pursuant to a certain Servicing Agreement, by and between the Owner and Servicer, dated as of October 31, 2008 (the "Agreement") to which reference is made for the definition of all capitalized terms herein.

Now, therefore, the Owner does hereby constitute and appoint the Servicer the true and lawful attorney-in-fact of the Owner in the Owner's name, place and stead with respect to each Mortgage Loan serviced by the Servicer pursuant to the Agreement for the following, and only the following, purposes:

1. To execute, acknowledge, seal and deliver deeds, deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, tax authority notifications and other instruments of sale, conveyance and transfer, full or partial releases, subordinations, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary and proper to effect the execution, delivery, conveyance or recordation of filing of said documents.
2. To execute and deliver affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavits, affidavits of merit, verifications of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of the Owner in connection with foreclosure, bankruptcy and eviction actions.
3. To endorse and/or assign any borrower or Mortgagor's check or negotiable instrument received by the Servicer as a payment under a Mortgage Loan.

The Owner intends that this Limited Power of Attorney be coupled with an interest and is not revocable.

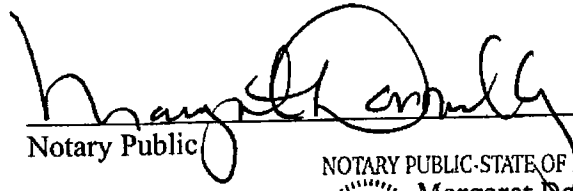
The Owner further grants to its attorney-in-fact full authority to act in any manner reasonable, proper and necessary to exercise the foregoing powers, and ratifies every such act that Servicer may lawfully perform in exercising those powers by virtue hereof.

The Servicer shall indemnify, defend and hold harmless the Owner, its successors and assigns, from and against any and all losses, costs, expenses (including, without limitation, actual attorneys' fees), damages, liabilities, demand or claims of any kind whatsoever ("Claims") arising out of, related to, or in connection with (i) any act taken by the Servicer pursuant to this Limited Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of this Limited Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby.

STATE OF FLORIDA)
) ss.
COUNTY OF Duval)

On this 3 day of November, 2008, before me appeared Susan Edris Welsh, to me personally known, who, being by me duly sworn, did say that he/she resides at Ponte Vedra Beach, FL, that he/she is the Senior Vice President of Bank of America, National Association, a National Bank, the company described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by order of the Board of Directors of such company.

[Stamp]


Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
Margaret Donnelly
Commission # DD584774
Expires: AUG. 29, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

My Commission Expires: