

MYL 95124
RECORDING COVER PAGE
PER ORS 205.234

PLEASE FILL OUT
COMPLETE AND
LEGIBLE

2012-014135
Klamath County, Oregon
12/20/2012 08:27:08 AM
Fee: \$52.00

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON
PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING.
ANY ERRORS IN THIS COVER SHEET **DO NOT** AFFECT THE
TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

AFTER RECORDING RETURN TO:
NAME AND ADDRESS OF THE PERSON AUTHORIZED TO RECEIVE THE
INSTRUMENT AFTER RECORDING AS REQUIRED BY ORS 205.180(4)
AND ORS 205.238.

Recording Requested By & Return To:
Chicago Title ServiceLink Division
4000 Industrial Blvd
Aliquippa, PA 15001 23246255

1. NAME OF THE TRANSACTION(S), DESCRIBED IN THE ATTACHED INSTRUMENT(S) AND
REQUIRED BY ORS 205.234(A). **NOTE:** Transaction as defined by ORS 205.010 "means any action
required or permitted by state law or rule federal law or regulation to be recorded including, but not limited
to, any transfer encumbrance or release affecting title to or an interest in real property".

Subordination
Agreement

2. Grantor(s) as described in ORS 205.160.

Bank of America N.A.

3. Grantee(s) as described in ORS 205.160.

Citibank NA

4. TRUE AND ACTUAL CONSIDERATION PAID for instruments conveying or contracting to
convey fee title to any real estate and all memoranda of such instruments, reference **ORS 93.030**.

**5. UNTIL A CHANGE IS REQUESTED, All Tax Statements shall be sent to the following
address:** for instruments conveying or contracting to convey fee title to any real estate reference
ORS 93.260.

6. SATISFACTION OF ORDER OR WARRANT ORS 205.234 (1) (f).
FULL _____ PARTIAL _____

7. LIEN DOCUMENTS: ORS 205.234 (1) (f). Amount of Lien \$ _____

This instrument was prepared by:
Bank of America Subordination Unit
4161 Piedmont Parkway
Greensboro, NC 27410

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

Bank of America



**Real Estate Subordination Agreement
(Bank of America to Third Party)**

Bank of America, N.A.

This Real Estate Subordination Agreement ("Agreement") is executed
as of 09/24/2012, by Bank of America, N.A. ("Subordinator"), having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of CITIBANK, N.A. ("Junior Lien Holder"),

Whereas, Subordinator is the owner and holder of, or creditor under, the indebtedness described in and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated 04/10/2007, executed by JAMES O. PRESTON, DIANE G. PRESTON, with a property address of: 16814 CAMP DAY LN, KLAMATH FALLS, OR 97601

which was recorded on 4/30/2007, in Volume/Book N/A, Page N/A, and Document Number 2007-007661, and if applicable, modified on , in Volume/Book N/A, Page N/A, Document Number N/A, of the land records of KLAMATH County, OR, as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"), encumbering the land described therein (said land and such improvements, appurtenances and other rights and interests regarding said land, if any, as are described in the Senior Lien being called herein collectively, the "Property"); and

Whereas, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to JAMES O. PRESTON, DIANE G. PRESTON (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, deed to secure debt or mortgage (the "Junior Lien");* covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or others payable to the order of Junior Lien Holder in the maximum principal face amount of \$ 147,877.00 (the "Principal Amount"), including provisions for acceleration and payment of collection costs (the "Obligation"); the Junior Lien and the Obligation to contain such other terms and provisions as Junior Lien Holder and Borrower shall determine; and

*recorded concurrently herewith

Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Junior Lien only to the extent of the Principal Amount of the Obligation, any interest or late charges which may accrue thereon, and any amounts advanced pursuant to the terms of the Obligation or the security instrument for the payment of insurance premiums, taxes, costs of collection, protection of the value of the property or Junior Lien Holder's rights in the Property or foreclosure. All other rights of Subordinator now or hereafter existing in or with respect to the Property (including but not limited to all rights and to proceeds of insurance and condemnation) are hereby subordinated, and are and shall remain completely and unconditionally subordinate, to the Junior Lien and the rights of Junior Lien Holder regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien or the Obligation.

This Agreement shall inure to the benefit of the Subordinator and Junior Lien Holder and their respective successors and assigns, including any purchaser(s) (at foreclosure or otherwise) of the Property or any part thereof, and their respective successors and assigns.

Bank of America, N.A.

By: Jean English

Its: Assistant Vice President

09/24/2012

Date

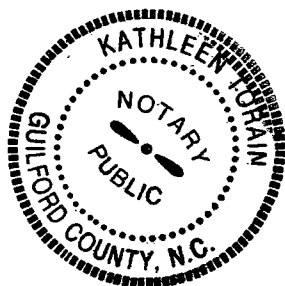


Individual Acknowledgment:

State/Commonwealth/District of North Carolina

County/City of Guilford/Greensboro

On this the Twenty-Fourth day of September, 2012, before me, Kathleen Torain, the undersigned Notary Public, personally appeared Jean English, who acknowledged him/herself to be the Assistant Vice President of Bank of America, N.A., and that (s)he, as such Assistant Vice President, Being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as Assistant Vice President. In witness whereof I hereunto set my hand and official seal.



Kathleen Torain
Signature of Person Taking Acknowledgment
Commission Expiration Date: 10/12/2013

EXHIBIT "A"

LOT 6, BLOCK 10, KLAMATH RIVER ACRES ADDITION 1, IN THE CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON.

PROPERTY ADDRESS: 16814 CAMP DAY LN

PARCEL ID: 00R487814