WHEN RECORDED RETURN TO

STERLING SAVINGS BANK dba STERING BANK PO BØX 2224

2012-014191

Klamath County, Oregon



00128942201200141910050054

12/21/2012 09:26:17 AM

Fee: \$62.00

ATTN: LOAN SUPPORT SPÓKANE, WA 99210 LOAN: 601025907

78009824

When Recorded Return To: Indecomm Global Services 2925 Country Drive St. Paul, MN 55117

SUBORDINATION AGREEMENT

(2)56716088-1441851 1. STERLING SAVINGS BANK dba STERLING BANK referred to herein as "subordinator", is the owner and holder of a deed of trust dated October 19, 2006 which is recorded on October 20, 2006 in the amount of \$80,000.00 under auditor's file No 2006-021105. records of Klamath County.

2. JPMorgan Chase referred to herein as "lender" is the owner and holder of the deed of trust dated <u>August 31,2012</u>, in the amount of \$ 119,286, executed by Lind 594 K Dike + Teri M Dike under Klamath auditor's file No. 2012-010683, records of County (which is to be recorded concurrently herewith).

3. Lindsey K Dike and Teri M Dike, referred to herein as "owner," is the owner of all the real property described in the deed of trust identified 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 "subordinator" does hereby unconditionally subordinate the lien of the deed of trust identified in Paragraph 1 above to the lien of "lender's" deed of trust identified in Paragraph 2 above, and all advances or charges made or accruing hereunder, including any extension or renewal thereof.

5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" deed of trust, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its deed of trust or see to the application of "lender's" deed of trust funds, and any application or use of such funds for purposes other than those provided for in such deed of trust, note or agreements shall not defeat the subordination herein made in whole or in part.

6. It is understood by the parties hereto that "lender" would not make the loan secured by the deed of trust in Paragraph 2 without this agreement.

7. This agreement shall be the whole and only 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, subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to a deed of trust or deeds of trust to be thereafter executed. 8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be

bound by this agreement.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS 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 PURPOSES THAN IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT; PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THAT PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO. Executed: August 13, 2012

STERLING SAVINGS BANK dba STERLING BANK

w

Lindsey K Dike

Mariko Morgan, Lending Production Specialist

Teri M Dike

WHEN RECORDED RETURN TO:

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

LOAN: 601025907

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 October 19, 2006 which is recorded on October 20, 2006 in the amount of \$80,000.00 under auditor's file No 2006-021105, records of Klamath County.

2.		referred to herein as
"lender" is the owner and holder of the deed of trust dated		, in the amount of
\$, ex	recuted by	under
auditor's file No.	records of	County (which is to be

recorded concurrently herewith).

3. Lindsey K Dike and Teri M Dike, referred to herein as "owner," is the owner of all the real property described in the deed of trust identified 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 "subordinator" does hereby unconditionally subordinate the lien of the deed of trust identified in Paragraph 1 above to the lien of "lender's" deed of trust identified in Paragraph 2 above, and all advances or charges made or accruing hereunder, including any extension or renewal thereof.

5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" deed of trust, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its deed of trust or see to the application of "lender's" deed of trust, and any application or use of such funds for purposes other than those provided for in such deed of trust, note or agreements shall not defeat the subordination herein made in whole or in part.
6. It is understood by the parties hereto that "lender" would not make the loan secured by the deed of trust in Paragraph 2 without this agreement.

7. This agreement shall be the whole and only 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, subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to a deed of trust or deeds of trust to be thereafter executed.
8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement.

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STERLING SAVINGS BANK dba STERLING BANK

Mariko Morgan, Lending Production Specialist

Teri M Dik

ACKNOWLEDGMENT – Corporate

STATE OF WASHINGTON

COUNTY OF SPOKANE

On **August 13, 2012**, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mariko Morgan 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 in and for the State of Weshington, residing at Spokane Co. My appointment expires <u>Min 2017</u> 2012



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 _____, 20____,

Notary Public in and for the State of	
residing at	_
My appointment expires	-

ACKNOWLEDGMENT - Corporate

STATE OF WASHINGTON COUNTY OF SPOKANE

On August 13, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mariko Morgan 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

DHU

to me known

Witness my hand and official seathereto affixed the day and year first above written

Nøtary Public in and for the State of Washington, residing at Spokane Co. 01th My appointment expires Mu 2)/2

ACKNOWLEDGMENT – Individual

STATE OF OREGON COUNTY OF KLAMATH

On this day personally appeared before me_ LINDSEY K DIKE AND TERI M DIKE

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.

OREGON

GIVEN under my hand and official seal this 31 day of AUG , 20 12

Notary Public in and for the State of residing at KLAMATH FALLS ORECON My appointment expires __2-6-15

OFFICIAL SEAL **RHONDA J YOUNG NOTARY PUBLIC - OREGON** COMMISSION NO. 454426 OMMISSION EXPIRES FEBRUARY 06, 2015

Title No TI-56716088

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF KLAMATH, STATE OF Oregon, AND IS DESCRIBED AS FOLLOWS:

LOT 13 IN BLOCK 30, FIFTH ADDITION TO KLAMATH RIVER ACRES, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

Parcel ID: R622730 AND R-4008-006BC-02500-000

. . .

Commonly known as 15416 GREEN WING LOOP, KENO, OR 97603 However, by showing this address no additional coverage is provided



1371 9/19/2012 78009824/2

_____.