

MTK 95288
WHEN RECORDED RETURN TO:

2013-003341
Klamath County, Oregon
03/29/2013 11:57:13 AM
Fee: \$57.00

Recording Requested By & Return To: *u/c*
Chicago Title ServiceLink Division
4000 Industrial Blvd
Aliquippa, PA 15001 *306 2438*

LOAN: 701116862

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 26, 2007** which is recorded on **October 29, 2007** in the amount of **\$59,000.00** under auditor's file No **2007-018519**, records of **Klamath County**.
2. Wells Fargo Bank, N.A. referred to herein as "lender" is the owner and holder of the deed of trust dated November 27, 2012 in the amount of \$ 347,000.00, executed by _____ under auditor's file No. _____, records of KIAMATH County (which is to be recorded concurrently herewith). ** 2012-01470 rec 12/20/12*
3. **Neil M. Walle and Jenny M. Walle**, 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: **October 26, 2012**

STERLING SAVINGS BANK dba STERLING BANK

Mary J. Mangum
Mary J. Mangum, Lending Production Specialist

See attached
Neil M. Walle
See attached
Jenny M. Walle

62 AMT

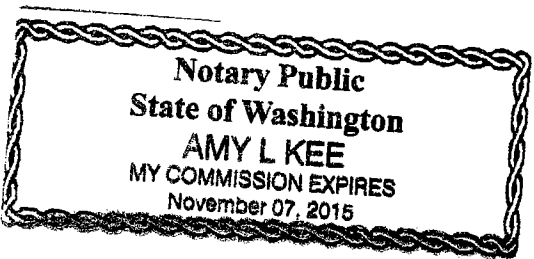
ACKNOWLEDGMENT – Corporate

STATE OF WASHINGTON
COUNTY OF SPOKANE

On **October 26, 2012**, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mary J. Mangum 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

Amy Lee
Notary Public in and for the State of
Washington, residing at Spokane Co.
My appointment expires Nov. 7, 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 _____, 20____

Notary Public in and for the State of _____,
residing at _____
My appointment expires _____

WHEN RECORDED RETURN TO:

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

3. **Neil M. Walle and Jenny M. Walle**, referred to herein as "owner," is the owner of all the real property described in the deed of trust identified above in Paragraph 2.

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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.

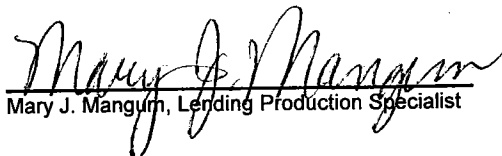
7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred and shall supersede and cancel any prior agreements 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.


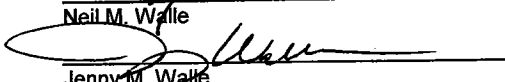
8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement.

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Executed: **October 26, 2012**

STERLING SAVINGS BANK dba STERLING BANK


Mary J. Mangum, Lending Production Specialist


Neil M. Walle

Jenny M. Walle

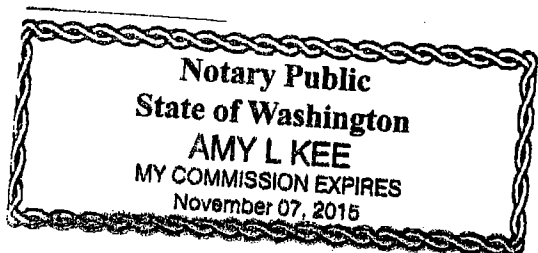
ACKNOWLEDGMENT – Corporate

STATE OF WASHINGTON
COUNTY OF SPOKANE

On **October 26, 2012**, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mary J. Mangum 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

Amy Kee
Notary Public in and for the State of
Washington, residing at Spokane Co.
My appointment expires Nov. 7, 2015



ACKNOWLEDGMENT – Individual

STATE OF Oregon
COUNTY OF Klamath

On this day personally appeared before me Neil M Walle
and Jenny M Walle, 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 11th day of December, 2012

Brienne Riley
Notary Public in and for the State of Oregon
residing at 740 Main St Klamath Falls OR 97601
My appointment expires 10/03/2014

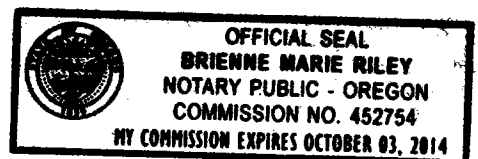


EXHIBIT "A"
LEGAL DESCRIPTION

Lots 4, 5 and 6, Block 45, HILLSIDE ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM a 20 foot strip off the extreme Southwesterly side of said lots which was conveyed to the City of Klamath Falls, to widen the alley through said Block 45.