2013-004417

Klamath County, Oregon

04/25/2013 03:29:15 PM

Fee: \$67.00

Recording Requested By/Return To:

Wells Fargo P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900

This Instrument Prepared by:

Wells Fargo MAC P6051-019 P.O. Box 4149 Portland, OR 97208-4149 1-800-945-3056

MIN # 100016500005692032

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MERS Telephone # 1-(888) 679-6377

Account #: XXX-XXX-XXX7835-0001

Reference Number: 232821611340115

# SUBORDINATION AGREEMENT FOR DEED OF TRUST AND REQUEST FOR NOTICE OF DEFAULT

Effective Date: 3/5/2013

Owner(s):

RONALD HAMILTON SUSAN HAMILTON

Mailing Address: 8083 KINGS WAY, KLAMATH FALLS, OR 97603

Current Lien Amount: \$200,000.00

Senior Lender: Paramount Equity Mortgage, LLC

Subordinating Lender: Wells Fargo Bank, N.A. AS ASSIGNEE OF GN MORTGAGE, LLC WHOSE NOMINEE IS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC
101 North Phillips Avenue, Sioux Falls, SD 57104

If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is notice that the lien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group

Trustee: REGIONAL TRUSTEE SERVICES CORP.

Property Address: 8083 KINGS WAY, KLAMATH FALLS, OR 97603

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**THIS AGREEMENT** (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owners and the Senior Lender named above.

RONALD HAMILTON AND SUSAN HAMILTON (individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Lender has an interest in the Property by virtue of a Deed Of Trust And Request For Notice Of Default (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

#### See Exhibit A

which document is dated the 14th day of March , 2006, which was filed in Document ID# M06-05382 at page N/A (or as N/A) of the Official Records in the Office of the Recorder of the County of Klamath, State of Oregon. The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to RONALD HAMILTON and SUSAN HAMILTON (individually and collectively "Borrower") by the Subordinating Lender.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$300,420.00 (the "New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID.

#### RECORDED CONCURRENTLY HEREWITH

The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

### A. Agreement to Subordinate

Subordinating Lender and Trustee, if applicable, hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

#### **B.** General Terms and Conditions

**Binding Effect** – This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

Nonwaiver – This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.

Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

## C. Appointment of Substitute Trustee If Applicable

The Existing Security Instrument names N/A, as Trustee and the Subordinating Lender as Beneficiary. The Existing Security Instrument provides that the Subordinating Lender may designate and appoint a substitute Trustee in place of any other trustee by an instrument recorded among the appropriate land records.

The Subordinating Lender hereby removes N/A as Trustee and designates and appoints N/A as substitute Trustee with the same powers and duties as were originally vested in the Original Trustee under the Existing Security Instrument.

#### D. Signatures and Acknowledgements

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The Subordinating Lender, through its authorized officer, and the Trustee if applicable, individually or through its authorized officer or other representative, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

SUBORDINATING LENDER:	•
Wells Fargo Bank, N.A.  MANUAL O. MINING I	Mortgage Electronic Registration Systems, Inc.
(Signature)	(Signature)
Lynda F. McDowell	Tom E. Gilroy
(Printed Name)	(Printed Name)
Assistant Vice President	Assistant Secretary
(Title)	(Title)
MAR 0 5 2013	MAR 0 5 2013
(Date)	(Date)
COUNTY OF Washington )	38.
administer oaths this day of (Assistant Vice President, of Wells Fargo Bank, N.A., or granted by its Board of Directors and Tom E. Gilroy, f	
Here Theys	OFFICIAL SEAL SARA J REYES NOTARY PUBLIC - OREGON COMMISSION NO. 448006 MY COMMISSION EXPIRES APRIL 01, 2014

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### Exhibit A

Reference Number: 232821611340115

**Legal Description:** 

## EXHIBIT "A" LEGAL DESCRIPTION

Real Property in the County of Klamath, State of Oregon, described as follows:

A tract of land situated in the NW 1/4 of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Section 18; thence South 00°01'10" West along the West line of said Section 18, 2132.7 feet; thence South 89°51'42" East 2034.90 feet to the true point of beginning; thence North 00°00'23" East 404.05 feet; thence South 89°55'23" East 269.25 feet more or less; thence South 00°00'23" West 404.05 feet more or less; thence North 89°55'23" West 269.25 feet more or less to the true point of beginning.

Also the Easterly 27.15 feet of the tract of land situated in the NW 1/4 of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of said Section 18, thence South 00°01'10" West, 2,132.47 feet; thence South 89°51'42" East, 1765.28 feet to the true point of beginning of this description; thence North 00°00'22" East 372.81 (372.55 by deed) feet; thence South 89°55'23" East 269.62 feet; thence South 00°00'23" West, 373.10 feet; thence North 89°51'42" West, 269.62 feet to the true point of beginning with bearings based on recorded survey no. 2026 as recorded in the Klamath County Surveyor's office.