

2013-006029

Klamath County, Oregon



00136723201300060290080084

05/29/2013 12:45:12 PM

Fee: \$77.00

**Recording Requested By/Return To:**

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

**This Instrument Prepared by:**

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

**When Recorded Return To:**

Indecomm Global Services  
2925 Country Drive  
St. Paul, MN 55117

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX8777-1998

Reference Number: 163858011932513

**SUBORDINATION AGREEMENT FOR MODIFICATION OF  
SHORT FORM LINE OF CREDIT DEED OF TRUST (WITH FUTURE ADVANCE CLAUSE)**

Effective Date: 3/19/2013

Owner(s): THOMAS B MOREHOUSE

Mailing Address: 11838 GROUND COURT, KLAMATH FALLS, OR 97603-0000

Current Line of Credit Recorded Commitment \$83,000.00 being reduced to \$35,500.00.

Senior Lender: BNC National Bank

Subordinating Lender: Wells Fargo Bank, N.A.  
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: WELLS FARGO FINANCIAL NATIONAL BANK

Property Address: 11838 GROUND COURT, KLAMATH FALLS, OR 97603-0000

HE360 SUB MOD - OR (rev 20120302)  
0000000000688892

Page 1 of 6

**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.

THOMAS B MOREHOUSE, A SINGLE PERSON (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 Short Form Line Of Credit Deed Of Trust (With Future Advance Clause) (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 3rd day of December, 2007, which was filed in Document ID# 2007-020594 at page N/A (or as No. N/A) of the Official Records in the Office of the Recorder of the County of KLAMATH, State of Oregon (the "Existing Security Instrument"). The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to THOMAS B MOREHOUSE (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 \$396,981.00 (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.

*\* rec on 4-16-2013 as Doc 2013-004014*

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. Agreement to Change Credit Limit**

The Subordinating Lender's agreement to subordinate is conditioned subject to the following:

Change in Line of Credit Agreement

The credit limit under the Line of Credit Agreement is hereby changed from \$83,000.00 to the new credit limit of \$35,500.00.

By signing this Agreement below, the Borrower(s) agrees to this change.

Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$83,000.00 to \$35,500.00.

By signing this Agreement below, the Owner(s) agrees to this change.

**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. 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.

**E. Signatures and Acknowledgements**

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

**(ACKNOWLEDGEMENT PAGE FOLLOWS)**

**SUBORDINATING LENDER:**

Wells Fargo Bank, N.A.

By   
(Signature)

MAR 19 2013  
Date

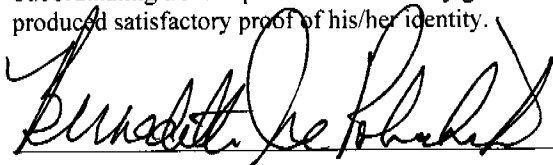
Barbara A. Edwards  
(Printed Name)

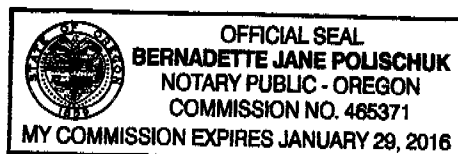
Vice President Loan Documentation  
(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Oregon )  
 )ss.  
COUNTY OF Washington )

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 19 day of March, 2013, by Barbara A. Edwards, as Vice President Loan Documentation of Wells Fargo Bank, N.A., the Subordinating Lender, on behalf of said Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.

 (Notary Public)



**BORROWER(S):** I received and read a completed copy of this Modification Agreement before I signed it. I agree to all its terms.

Thomas B. Morehouse  
(Signature) THOMAS B MOREHOUSE

3-29-13  
(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

**OWNER(S):** As a signer on the Security Instrument under the Line of Credit Agreement, the undersigned hereby acknowledges this Modification Agreement and agrees to its terms, and a receipt of a copy of the same.

Thomas B. Morehouse  
(Signature) THOMAS B MOREHOUSE

3-29-13  
(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

**For An Individual Acting In His/Her Own Right:**

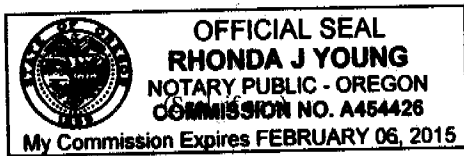
State of OREGON )

County of KLAMATH )

This instrument was acknowledged before me on MAR 29 2013 (date) by

THOMAS B MOREHOUSE

(name(s) of person(s)).



Rhonda J Young  
(Signature of notarial officer)

NOTARY PUBLIC OREGON

Title (and Rank)

My commission expires: 2-6-15

**For an Individual Trustee Borrower**

State of OREGON )

County of KLAMATH )

This instrument was acknowledged before me on MAR 29 2013 (date) by

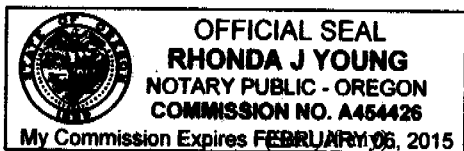
THOMAS B MOREHOUSE

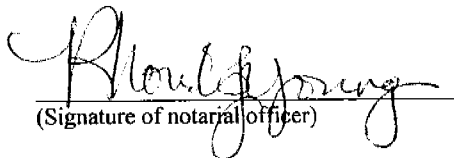
\_\_\_\_\_ (name(s) of person(s)) as

\_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.) of

\_\_\_\_\_ (name of party on behalf of

whom instrument was executed).



  
(Signature of notarial officer)

NOTARY PUBLIC OREGON

Title (and Rank)

My commission expires: 2-6-15

Title No STG-3312100434

**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:

PARCEL 3 OF LAND PARTITION 35-99 BEING A PORTION OF PARCELS 1 AND 2 OF "LAND PARTITION 51-95" SITUATED IN THE N1/2 NE1/4 OF SECTION 9, TOWNSHIP 39 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

Parcel ID: R-3910-009AA-00902-000

Commonly known as 11838 Ground Court, Klamath Falls, OR 97603  
However, by showing this address no additional coverage is provided



\*U03729556\*

1876 4/9/2013 78578803/2