

MYC 97309

**RECORDING COVER PAGE**

PER ORS 205.234

PLEASE FILL OUT  
COMPLETE AND  
LEGIBLE

**2013-007050**

Klamath County, Oregon

06/20/2013 03:12:01 PM

Fee: \$62.00

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.

**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

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

Bank of America, N.A.

101 South Tryon Street

Charlotte NC 28255

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

Bank of America, N.A

101 South Tryon Street

Charlotte NC 28255

**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 \$** \_\_\_\_\_

Effective 03/20/2012

62 AMT



## SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

Document Processing  
TX2-979-01-19  
4500 Amon Carter Blvd  
Fort Worth, TX 76155

LOAN #: 872234623

ESCROW/CLOSING#: 246742284

113584997

Heinrich, 25892891

NOTICE: THIS SUBORDINATION AGREEMENT MAY RESULT IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

### SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is made this Twenty-fifth day of April, 2013, by **Bank of America, N.A.**, ("**Subordinating Lender**"), a corporation whose address is **101 South Tryon Street, Charlotte, NC 28255**.

### WITNESSETH:

**WHEREAS**, Subordinator is the beneficiary/mortgagee of that certain Deed of Trust/Mortgage ("Security Document") pursuant to that certain Security Document dated 07/14/2006 (the "Senior Lien"), and executed by RANDALL JOHN HEINRICH and CONNIE LEE HEINRICH (together, the "Owner") and encumbering that certain real property located at 34800 KENO SPRINGS RD, BONANZA, OR 97623 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 07/28/2006 in Official Records Book M06, Page 15184, as Instrument No. N/A, of the Official Records of KLAMATH County, OR, as the same may have been or is to be modified prior hereto or contemporaneously herewith.

**WHEREAS, Bank of America, N.A.** ("Junior Lien Holder") has been requested to make a loan, line of credit or other financial accommodation to Owner, to be secured by either a deed of trust, deed to secure debt or mortgage (collectively, the "Junior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note or line of credit (together, the "Note") made by Owner and/or others payable to the order of Junior Lien Holder, in the maximum principal face amount not to exceed \$327600.00 ("Principal Amount"), including provisions for acceleration and payment of collection costs (collectively, the "Loan"); and

*Dated: 5-1-13*

*Recorded: 5-22-13*

*Doc#: 2013-005788*

**WHEREAS,** Junior Lien Holder requires, as a condition to making the Loan, that the Junior Lien be superior to the Senior Lien;

**WHEREAS,** it is to the mutual benefit of the Subordinator, Owner and Junior Lien Holder that Junior Lien Holder make the Loan to Owner; and Subordinator is willing to permit the Junior Lien, when recorded, to constitute a lien upon the Property that is unconditionally prior and superior to the Senior Lien.

**NOW THEREFORE,** for valuable consideration and to induce Junior Lien Holder to make the Loan to Owner, Subordinator hereby subordinates the Senior Lien to the Junior Lien and any renewals or extensions thereof, and declares, agrees and acknowledges that:

- (1) The Junior Lien and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property, prior and superior to the Senior Lien.
- (2) That Junior Lien Holder would not make the Loan without this subordination agreement.
- (3) This Agreement is limited to the Principal Amount, plus interest and any additional amounts advanced pursuant to the provision of the Note or Junior Lien for payment of insurance premiums, taxes, cost of collection or protection of the value of the Property or Junior Lien Holder's rights in the Property. This Agreement shall inure to the benefit of Junior Lien Holder and be binding upon Subordinator, its successors and assigns and shall be binding upon any purchaser (at foreclosure or otherwise) of the Property, or any part thereof, and their respective heirs, personal representatives, successors and assigns.
- (4) This agreement shall be the whole and only agreement with regard to the subordination of the Senior Lien to the Junior Lien and shall supersede and cancel, but only insofar as would affect the priority between the security instruments described herein, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Senior Lien, which provide for the subordination of the Senior Lien to another security instrument, deed of trust or mortgage.
- (5) It consents to and approves (i) all provisions of the Note and Junior Lien securing the loan, and (ii) all agreements, including but not limited to any loan or escrow agreements (collectively, the "Loan Agreements"), between Owner and Junior Lien Holder for the disbursement of the proceeds of the New Loan;
- (6) Junior Lien Holder making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Junior Lien Holder represented that it will, see to the application of such proceeds by the person(s) to whom Junior Lien Holder disburses such proceeds and any application or use of such proceeds other than those provided for in such Loan Agreement(s) shall not defeat the subordination herein made in whole or in part.

(7) It intentionally and unconditionally waives, relinquishes and subordinates the Senior Lien in favor of the Junior Lien and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE OWNER 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.

Bank of America, N.A.,

  
Kathryn Jakubec, Assistant Vice President

## ALL PURPOSE ACKNOWLEDGMENT

STATE OF Ohio }  
COUNTY OF Cuyahoga }

On 4-29-13 (date) before me, Regina Mansell-Kirk (notary public) personally appeared **Kathryn Jakubec**, of Bank of America, N.A., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Regina Mansell-Kirk

Regina Mansell-Kirk  
Notary Public Filed in Lake  
My Commission Expires 09/24/13



### ATTENTION NOTARY:

Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO  
THE DOCUMENT DESCRIBED AT RIGHT

Title of Document Type \_\_\_\_\_  
Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_  
Signer(s) Other Than Named Above \_\_\_\_\_

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

**The SW1/4 NW1/4 of Section 24, Township 38 South, Range 11 East of the Willamette Meridian,  
Klamath County, Oregon.**