

2013-008393

Klamath County, Oregon

When Recorded Return To:
Indecomm Global Services
2025 Country Drive
St. Paul, MN 55117



00139710201300083930100103

07/24/2013 12:56:01 PM

Fee: \$82.00

**RECORDED AT THE REQUEST OF:
AND AFTER RECORDING RETURN TO:**

1ST SECURITY BANK OF WASHINGTON
P.O. BOX 97000
LYNNWOOD, WA 98046-9700
Attention: Loan Servicing

78708623-3
RECORDED 3AL

SUBORDINATION AGREEMENT
(Fixture Loans)

GRANTOR #1
(Fixture Lender):

1ST SECURITY BANK OF WASHINGTON

GRANTOR #2
(Owner of Property):

Burton Peck & Margaret Peck

GRANTEE
(Mortgage Lender):

New American Funding

**ABBREVIATED
LEGAL DESCRIPTION**
**(Washington Properties
Only):**

TWP 39 RANGE 9, BLOCK SEC 11, TRACT POR
S2SW4NW4, ACRES 0.47, RECORDED IN KLAMATH
COUNTY, OREGON.

**ASSESSOR'S TAX
PARCEL ID NUMBER(S)**
**(Washington Properties
Only):**

R551593

REFERENCE NUMBER(S)
**(Washington Properties
Only):**

2010-011038 (Fixture Filing)

SUBORDINATION AGREEMENT

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

The undersigned Owner and Fixture Lender agree as follows:

1. **Mortgage Loan.** New American Funding ("Mortgage Lender"), is the owner and holder of a mortgage, deed of trust or trust deed dated _____, executed by Burton Peck & Margaret Peck (individually and collectively, if more than one, "**Owner**") which is recorded in the real property records of Klamath County, Oregon (the "**Mortgage**"), securing repayment of a loan from Mortgage Lender (the "**Mortgage Loan**") in the maximum principal amount of \$ 139,500.00. Mortgage and the promissory note and other documents relating to the Mortgage Loan are sometimes hereinafter referred to collectively as the "Mortgage Loan Documents."

2. **Fixture Loan.** 1st Security Bank of Washington ("**Fixture Lender**") has made a loan to Owner which is secured by the collateral ("**Fixture Collateral**") described in a UCC Fixture Filing which is recorded or filed in the real property records of Klamath County, Oregon under Recording Number 2010-011038 (the "**Fixture Filing**").

3. **Property.** Owner is the sole owner of the Fixtures and the real property described in the Mortgage and the Fixture Filing, which real property is identified by abbreviated legal description and parcel ID on the front page of this Agreement (the "**Property**").

4. **Subordination of Fixture Filing.** Fixture Lender agrees, for the benefit of Mortgage Lender, that: (i) its security interest in the Fixtures that are the subject of the Fixture Filing is subject and subordinate to the lien of the Mortgage and all other rights under the Mortgage Loan Documents and all advances or charges made or accruing thereunder, including any and all extensions, modifications (other than those prohibited by Section 5 below) and renewals thereof, additional advances thereunder to preserve and protect the collateral or to cure defaults under the Mortgage Loan Documents (whether or not Mortgage Lender is obligated or committed to make such advances) and capitalization of interest, costs and fees in connection with any of the foregoing; and (ii) Fixture Lender claims no interest in the Property other than the security interest in Fixtures which is created by the Fixture Filing.

5. **Prohibited Modifications of Mortgage Loan.** Without the consent of Fixture Lender, which may be granted or withheld in the sole discretion of Fixture

Lender, Mortgage Lender and Owner will not modify the Mortgage Loan Documents so as to: (i) shorten the maturity date of the Mortgage Loan; (ii) cross-default the Mortgage Loan with any other indebtedness of Owner; (iii) increase the interest rate on the Mortgage Loan (other than increases which are contemplated by the Mortgage Loan Documents as they exist today); or (iv) increase the principal amount of the Mortgage Loan.

6. **Acknowledgments of Fixture Lender.** Fixture Lender acknowledges that, prior to the execution thereof, it has had the opportunity to examine the terms of the Mortgage and the Mortgage Loan Documents and consents to the same. Fixture Lender further acknowledges that Mortgage Lender has no obligation to Fixture Lender to advance any funds under the Mortgage or to see to the application of Mortgage Lender's loan funds, and any application or use of such funds for purposes other than those provided for in the Mortgage or any of the other Mortgage Loan Documents shall not defeat the subordination herein made in whole or in part. It is understood by the parties hereto that Mortgage Lender would not make the Mortgage Loan without this Agreement.

7. **Actions by Mortgage Lender; Fixture Lender's Waivers.** Mortgage Lender, without the consent of or notice to Fixture Lender, may release any or all parties liable for any obligation secured by the Mortgage Loan Documents, and release any or all security for the obligations secured by the Mortgage, all without affecting the subordination of the Fixture Filing. Fixture Lender waives any right to require marshaling of assets or to require Mortgage Lender to proceed against or exhaust any specific security for the obligations secured by the Mortgage, and waives any defense arising out of the loss or impairment of any right of subrogation to the lien of the Mortgage. With the exception of modifications prohibited by Section 5 above, Mortgage Lender and Owner may freely enter into extensions, modifications and renewals of the Mortgage Loan Documents without notice to or consent of the Fixture Lender and no such modification, extension or renewal shall defeat the subordination made in this Agreement in whole or in part.

9. **Entire Agreement.** This Agreement shall be the whole and only agreement between the parties hereto with regard to the subordination granted herein and shall supersede and cancel any prior agreements as to such subordination.

10. **Successors and Assigns.** The heirs, administrators, assigns and successors in interest of the parties hereto shall be bound by this agreement.

Notices. All notices, demands or other communications to be given or sent pursuant to this agreement shall be delivered personally or by reputable overnight courier service, and shall be deemed given when actually received or rejected by the intended recipient.

If to Fixture Lender: 1st Security Bank of Washington
6920 220th Street SW
Mountlake Terrace, WA 98043
Attention: Loan Servicing

If to Mortgage Lender: New American Funding
14511 Myford Rd. #100
Tustin, CA 92780

If to Owner: Burton Peck & Margaret Peck
4413 Winter Ave
Klamath Falls, OR 97603


Any party may change the address to which notices are to be sent to it by written notice to the other parties in the manner aforesaid.

12. **Governing Law; Attorneys Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located. The prevailing party shall be entitled to its reasonable attorneys fees and all other costs and expenses in any action to enforce or interpret this Agreement.

DATED as of the 20 day of March, 2013.

**FIXTURE
LENDER:**

**1ST SECURITY BANK OF
WASHINGTON**

By: 
Name: Sue Coldwell
Title: Consumer Lending Manager

OWNER:

X _____
X _____

STATE OF Washington

SS.

COUNTY OF Snohomish

I certify that I know or have satisfactory evidence that Sue Coldwell is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Consumer Lending Manager of 1ST SECURITY BANK OF WASHINGTON to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED this 20 day of March, 2013.


(Signature of Notary)

Shelley L Coleman
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at Snohomish County

My appointment expires _____



If to Fixture Lender: 1st Security Bank of Washington
6920 220th Street SW
Mountlake Terrace, WA 98043
Attention: Loan Servicing

If to Mortgage Lender: New American Funding
14511 Myford Rd. #100
Tustin, CA 92780

If to Owner: Burton Peck & Margaret Peck
4413 Winter Ave
Klamath Falls, OR 97603

Any party may change the address to which notices are to be sent to it by written notice to the other parties in the manner aforesaid.

12. **Governing Law; Attorneys Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located. The prevailing party shall be entitled to its reasonable attorneys fees and all other costs and expenses in any action to enforce or interpret this Agreement.

DATED as of the 20 day of March, 2013.

**FIXTURE
LENDER:**

1ST SECURITY BANK OF
WASHINGTON

By: Sue Coldwell

Name: Sue Coldwell

Title: Consumer Lending Manager

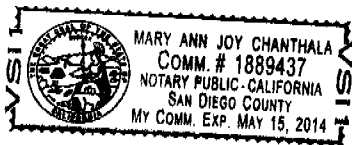
OWNER:

x Burton E. Peck
X _____

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO SS.

I certify that I know or have satisfactory evidence that BURTON E. PECK is the person who appeared before me, and said person acknowledged that said individual signed this instrument and acknowledged to be his or her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED this 25 day of MARCH, 2010.



[Signature]
(Signature of Notary)

MARY ANN JOY CHANTALA
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of CALIFORNIA
residing at SAN DIEGO Washington,

My appointment expires MAY 15, 2014

If to Fixture Lender: 1st Security Bank of Washington
6920 220th Street SW
Mountlake Terrace, WA 98043
Attention: Loan Servicing

If to Mortgage Lender: New American Funding
14511 Myford Rd. #100
Tustin, CA 92780

If to Owner: Burton Peck & Margaret Peck
4413 Winter Ave
Klamath Falls, OR 97603

Any party may change the address to which notices are to be sent to it by written notice to the other parties in the manner aforesaid.

12. **Governing Law; Attorneys Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located. The prevailing party shall be entitled to its reasonable attorneys fees and all other costs and expenses in any action to enforce or interpret this Agreement.

DATED as of the 20 day of March, 2013.

FIXTURE
LENDER:

1ST SECURITY BANK OF
WASHINGTON

By: Sue Coldwell

Name: Sue Coldwell

Title: Consumer Lending Manager

OWNER:

x Burton E. Peck
x Margaret Peck

STATE OF OREGON
COUNTY OF WASHINGTON SS.

I certify that I know or have satisfactory evidence that MARGARET PECK is the person who appeared before me, and said person acknowledged that said individual signed this instrument and acknowledged to be his or her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED this 30TH day of MARCH, 2013

Floyd L. Grant
(Signature of Notary)

FLOYD L. GRANT
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of OREGON
residing at TIGARD, OR 97223

My appointment expires 4-30-16

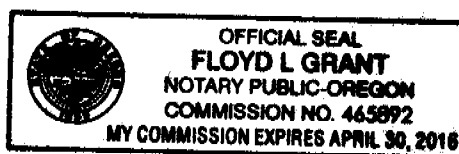


Exhibit A

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

BEGINNING AT A POINT WHICH LIES NORTH 1 DEGREE 12' WEST A DISTANCE OF 331.4 FEET ALONG THE SECTION LINE, AND NORTH 88 DEGREES 57' EAST A DISTANCE OF 747.0 FEET FROM THE IRON AXLE WHICH MARKS THE ONE QUARTER SECTION CORNER COMMON TO SECTIONS 10 AND 11, TOWNSHIP 39 SOUTH, RANGE 9 , EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AND RUNNING THENCE; CONTINUING NORTH 88 DEGREES 57' EAST A DISTANCE OF 67.5 FEET TO A POINT; THENCE NORTH 1 DEGREE 12' WEST PARALLEL TO THE SECTION LINE A DISTANCE OF 331.4 FEET, MORE OR LESS, TO AN IRON PIN ON THE NORTH LINE OF THE S1/2 SW1/4 NW1/4 OF SECTION 11; THENCE SOUTH 88 DEGREES 58' WEST ALONG THE NORTH LINE OF THE S1/2 SW1/4 NW1/4 OF SECTION 11, A DISTANCE OF 67.5 FEET TO AN IRON PIN; THENCE SOUTH 1 DEGREE 12' EAST A DISTANCE OF 331.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, BEING IN THE S1/2 SW1/4 NW1/4 OF SECTION 11, TOWNSHIP 39 SOUTH, RANGE 9, EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

Parcel ID: 3909-011BC-03900-000

Commonly known as 4413 Winter Avenue, Klamath Falls, OR 97603
However, by showing this address no additional coverage is provided



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