2013-009220

Klamath County, Oregon

08/13/2013 09:00:31 AM Fee: \$57.00

("Mortgage

357398193

1.

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:

Mortgage Loan. Mortgage Electronic Registration Systems

Lender"), is the owner and holder of a mortgage, deed of trust or trust deed dated
, executed by Shirley M. Cunningham
(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 \$156,800.00
promissory note and other documents relating to the Mortgage Loan are sometimes
hereinafter referred to collectively as the "Mortgage Loan Documents." RD: 7/31/13 INST: 2013-008640
2. <u>Fixture Loan</u> . 1st Security Bank of Washington (" <u>Fixture Lender</u> ") 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
2009-009726 (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. <u>Subordination of Fixture Filing</u> . 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

5. <u>Prohibited Modifications of Mortgage Loan</u>. Without the consent of Fixture Lender, which may be granted or withheld in the sole discretion of Fixture 1st Security Bank Fixture Loan Subordination Agreement 50897046.2

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.

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.
- 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. <u>Successors and Assigns</u>. 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.

	Detroit, MI 48226	
If to Owner:	Shirley M. Cunningham	
	5229 Cottage Ave Klamath Falls, OR 97603	
Any party may change t	he address to which notices are to	be sent to it by written
notice to the other parties in the		100
and construed in accordance wi	; Attorneys Fees. This Agreeme th the laws of the State where the I ded to its reasonable attorneys fees the or interpret this Agreement.	roperty is located. The
DATED as of the 15th	_day of April	
FIXTURE LENDER:	1ST SECURITY BAI WASHINGTON By:	NK OF
	Name: Sue Coldwell	
	Title: Consumer Lend	ing Manager
OWNER:	x	
	X	

1st Security Bank of Washington 6920 220th Street SW

Mountlake Terrace, WA 98043 Attention: Loan Servicing

Quicken Loans, Atten: Original Docs Sub Team

If to Mortgage Lender: Mortgage Electronic Registration Systems

635 Woodward Ave.

If to Fixture Lender:

If to Fixture Lender:	1 st Security Bank of Washington
	6920 220th Street SW

Mountlake Terrace, WA 98043 Attention: Loan Servicing

If to Mortgage Lender: Mortgage Electronic Registration Systems

Quicken Loans, Atten: Original Docs Sub Team

635 Woodward Ave. Detroit, MI 48226

If to Owner: Shirley M. Cunningham

5229 Cottage 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 15th	day of April , 2013
FIXTURE LENDER:	1ST SECURITY BANK OF WASHINGTON
/// '	By:
) `	Title: Consumer Lending Manager
OWNER:	* Shilly M. Cuninghen

Tract 148, PLEASANT HOME TRACTS NO. 2, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

