

2013-012374

Klamath County, Oregon

11/04/2013 02:20:13 PM

Fee: \$52.00

RECORDATION REQUESTED BY:

RBS CITIZENS, N.A.
Attn: Servicing Dept.
433 Jefferson Boulevard JBW 212
Warwick, RI 02886

WHEN RECORDED MAIL TO:

RBS CITIZENS, N.A.
Attn: Loan Servicing
433 Jefferson Boulevard JBW 212
Warwick, RI 02886

SEND TAX NOTICES TO:

Alan E Caldwell & Faye M Caldwell
1601 Calhoun St
Klamath Falls, Oregon 97601

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

SUBORDINATION OF DEED OF TRUST

THIS AGREEMENT made this 7th day of October, 2013

BETWEEN:

RBS Citizens, N.A.
One Citizens Drive
Riverside, RI 02915
("Original Lender")

and

All Seasons Mortgage Service

("New Lender")

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Original Lender, being the beneficiary under the following Deed of Trust ("Subordinate Mortgage"):



Oregon

Deed of Trust dated March 4, 2009, made by Alan E Caldwell and Faye M Caldwell, as grantor(s) and First American Title Insurance Company of Oregon, as Trustee in favor of Charter One, a division of RBS Citizens, N.A in the principal amount of Fifty Thousand Dollars, (\$50,000.00) and recorded on March 20, 2009 in Volume 2009-004042 of the Official Records of Klamath County, Oregon mortgaging real property in that county described in **Exhibit A** and commonly known as 1601 Calhoun St, Klamath Falls, Oregon 97601.

does hereby waive and subordinate the priority and operation of the Subordinate Mortgage upon the therein described premises to the following described mortgage ("New Mortgage"):

Recorded concurrently herewith

Deed of Trust to be executed by Alan E Caldwell and Faye M Caldwell as borrower, in favor of All Seasons Mortgage Service as Lender, securing a total indebtedness not to exceed Two Hundred Thirteen Thousand Dollars, (\$213,000.00), upon the above described property.

In order that the lien of the Subordinate Mortgage be taken as junior and inferior to the lien of the New Mortgage without otherwise affecting the lien of the Subordinate Mortgage.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon applicable to contracts made and to be performed in said State, shall not be modified, amended or terminated orally, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, designees and assigns.

IN WITNESS WHEREOF, RBS Citizens, N.A. has hereunto caused this Agreement to be executed as of the date set forth above.

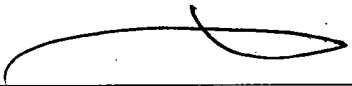
RBS CITIZENS, N.A.

By: 

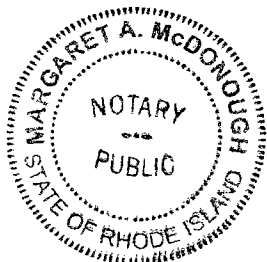
Anthony Impagliazzo, Vice President

STATE OF RHODE ISLAND
COUNTY OF KENT

In Warwick, on this 7th day of October, 2013 before me personally appeared Anthony Impagliazzo, the Vice President of RBS Citizens, N.A., a national banking association, to me known and known by me to be the party executing the foregoing instrument on behalf of said bank, and acknowledged said instrument and the execution thereof to be his/her free act and deed in said capacity and the free act and deed of said bank.



Notary Public: Margaret A McDonough
My Commission Expires: November 27, 2016



LEGAL DESCRIPTION

“EXHIBIT A”

Lots 13, 14 and 15, Block 35, MOUNTAIN VIEW ADDITION TO THE CITY OF KLAMATH FALLS,
according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.