

RECORDING COVER PAGE

PER ORS 205.234

PLEASE FILL OUT
COMPLETE AND
LEGIBLE

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.

2014-001223

Klamath County, Oregon

02/12/2014 03:11:24 PM

Fee: \$72.00

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.

SERVICELINK

4000 INDUSTRIAL BLVD

ALIQUIPPA, PA 15001

**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, NA

275 VALENCIA AVE

BREA CA 92823

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

BANK OF AMERICA, NA

101 SOUTH TRYON ST

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.

BANK OF AMERICA, NA 275 VALENCIA AVE, BREA CA 92823

6. SATISFACTION OF ORDER OR WARRANT ORS 205.234 (1) (f).

FULL _____ PARTIAL _____

7. LIEN DOCUMENTS: ORS 205.234 (1) (f). Amount of Lien \$ 162,700.00

Effective 03/20/2012

SUBORDINATION AGREEMENT

Recording Requested By & Return To:
Chicago Title ServiceLink Division
4000 Industrial Blvd
Annapolis, PA 15001

SPACE ABOVE FOR RECORDERS USE

This document was prepared by:
Vivian Olilang
BANK OF AMERICA, N.A.
275 Valencia Avenue
Brea, CA 92823

LOAN #: 68160501883599

ESCROW/CLOSING#: 249116539

11/08/1874

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 Sixteenth day of January, 2014, 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 01/25/2011 (the "Senior Lien"), and executed by MYRA STROH and JASON STROH (together, the "Owner") and encumbering that certain real property located at 6805 AIRWAY DR APT A aka 6805 AIRWAY DR APT A,B,C, KLAMATH FALLS, OR 97603 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 02/08/2011 in Official Records Book NA, Page NA, as Instrument No. 2011-001430, of the Official Records of Kalamath County, California, 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 \$162700.00 ("Principal Amount"), including provisions for acceleration and payment of collection costs (collectively, the "Loan"); and

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.

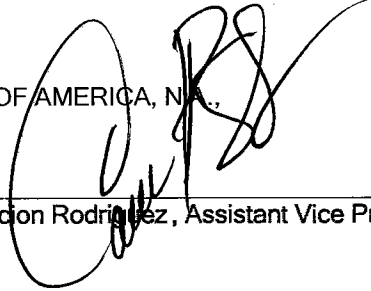
NOW THEREFORE, for valuable consideration and to induce Junior Lien Holder to make the Loan to Owner, Subordinator hereby subordinates the Senior Lien to the Junior Lien and any renewals or extensions thereof, and declares, agrees and acknowledges that:

- (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.,



Concepcion Rodriguez, Assistant Vice President

CALIFORNIA ACKNOWLEDGMENT

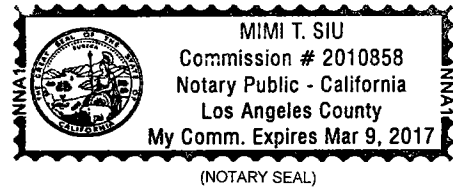
STATE OF California }
COUNTY OF Los Angeles }

On Jan 21, 2014 (date) before me, Mimi T. Siu a Notary Public, personally appeared Concepcion Rodriguez, of Bank of America, N.A., who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature



My commission expires the 9 day of March, 2017.

ATTENTION NOTARY:

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

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

Title of Document Type Subordination Agreement
Number of Pages 3 Date of Document 1-16-14
Signer(s) Other Than Named Above _____

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land situated in SE ¼ SW ¼ of Section 13, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the point of intersection of the North line of the County Road known as Airway Avenue and the West line of "G" Lateral, also known as "A-4" Lateral, described in deed to the United States of America, recorded June 3, 1910, in Deed Book 29 at page 277, Records of Klamath County, Oregon; thence North along the West line of said "G" Lateral, also known as "A-4" Lateral, 120.0 feet to a point; thence West and parallel to said County Road 234 feet to the East line of "G-3" Lateral, also known as "A-4-A" Lateral, described in Deed to the United States of America recorded June 3, 1910 in Deed Book 29 at page 277; thence Southwesterly along the Easterly line of said "G-3" Lateral, also known as "A-4-A" Lateral, 205 feet to a point on the North line of said Airway Avenue; thence East along North line of said Airway Avenue 332 feet to the point of beginning