SUBORDINATION AGREEMENT 2014-001953 Klamath County, Oregon STATE OF OREC 03/07/2014 12:51:46 PM County of \_\_\_ Fee: \$47.00 Bonnie A. Lam, Conservator of the I certify that the within instrument was Estate of Lillian Inez Ostrander, received for recording on \_\_\_\_\_, protected person at \_\_\_\_\_ o'clock \_\_\_\_.M., and recorded in 111 N. 7th St., Klamath Falls, OR 97601 book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ and/or as fee/file/instrument/microfilm/reception SPACE RESERVED LoanDepot.com, LLC, dba imortgage FOR No. \_\_\_\_\_, Records of this County. RECORDER'S USE 4800 N. Scottsdale Rd., Ste. #3800 Witness my hand and seal of County affixed. Scottsdale, AZ 85251 After recording, return to (Name, Address, Zip): LoanDepot.com, LLC, dba imortgage 4800 N. Scottsdale Rd., Ste. 3800 By \_\_\_\_\_, Deputy. Scottsdale, AZ 85251 THIS AGREEMENT dated February 13, 2014 by and between Bonnie A. Lam, Conservator of the Estate of Lillian Inez Ostrander, protected hereinafter called the first party, and Loandepot.com, LLC dba imortgage person hereinafter called the second party, WITNESSETH:
On or about (date) March 7, 2014 James D. Ostrander being the owner of the following described property in \_\_\_Klamath \_\_\_\_\_ County, Oregon, to-wit: Beginning at a point in the West line of Rogers Street (formerly Paul Street) 120 feet Southerly from the Southeast corner of Lot 4 in Block 8, LAKESIDE ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, and running thence Southerly along the Westerly line of said Rogers Street, 60 feet; thence Westerly at right angles to first course 100 feet; thence Northerly parallel with first course 60 feet; thence Easterly 100 feet to the point of beginning, situate in Lot 2 of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and being that parcel of land formerly designated as Lot 7 of Block 8, LAKESIDE ADDITION to the City of Klamath Falls, Oregon. (State whether mortgage, trust deed, contract, security agreement or otherwise) (herein called the first party's lien) on the property, to secure the sum of \$\_\_\_\_\_, which lien was: Recorded on \_\_\_\_\_\_\_\_ County, Oregon, in book/reel/volume No. \_\_\_\_\_\_ at page \_\_\_\_\_\_ and/or as fee/file/instrument/microfilm/reception No. August 2, 2007 (Delete any language not pertinent to this transaction) Filed on \_\_\_\_\_Klamath ...., in the office of the \_\_\_Circuit Court County, Oregon, where it bears fee/file/instrument/microfilm/reception No. 0001094CV (indicate which); Created by a security agreement, notice of which was given by the filing on \_\_\_\_\_ of a financing statement in the office of the Oregon 

Secretary of State 

Dept. of Motor Vehicles (indicate which) where it bears file No. \_\_\_\_\_ of County, Oregon, where it bears fee/file/instrument/microfilm/reception No. \_\_\_ (indicate which). Reference to the document so recorded or filed is hereby made. The first party has never sold or assigned first party's lien and at all times since the date thereof has been and now is the owner and holder thereof and the debt thereby secured. The second party is about to loan the sum of \$ 67,750.00 to the present owner of the property, with interest thereon at a rate not exceeding 3.375 % per annum. This loan is to be secured by the present owner's Trust Deed ----- (hereinafter called (State nature of lien to be given, whether mortgage, trust deed, contract, security agreement or otherwise) the second party's lien) upon the property and is to be repaid not more than \_\_\_ ----- □ days 🛣 years (indicate which) ks date. (OVER)



To induce the second party to make the loan last mentioned, the first party has agreed and consented to subordinate first party's lien to the lien about to be taken by the second party as above set forth.

NOW, THEREFORE, for value received, and for the purpose of inducing the second party to make the loan aforesaid, the first party, on behalf of the first party and also on behalf of the first party's personal representatives, successors, and assigns, hereby covenants, consents and agrees to and with the second party and second party's personal representatives, successors, and assigns, that the first party's lien on the property is and shall always be subject and subordinate to the lien about to be delivered to the second party as aforesaid, and that the second party's lien in all respects shall be first, prior and superior to that of the first party, provided always, however, that if the second party's lien is not duly filed or recorded, or an appropriate financing statement with respect there-to duly filed within \_\_\_\_\_\_ days after the date hereof, this subordination agreement shall be null and void and of no force or effect.

It is expressly understood and agreed that nothing herein contained shall be construed to change, alter or impair the first party's lien, except as hereinabove expressly set forth.

In construing this subordination agreement, and where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this agreement shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the undersigned has executed this agreement. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

Bonnie A. Lam. Conservator of the Estate of Lillian Inez Ostrander, a protected person

STATE OF OREGON, County of Namath

This instrument was acknowledged before me on March 5, 2014 Pm 2

This instrument was acknowledged before me on

by

as

OFFICIAL SEAL

SEMARIE PLC HARD

Wy commission expires

OFFICIAL SEAL

ROSEMARIE RICHARD

NOTARY PUBLIC-OREGON

COMMISSION NO. 479468

MY COMMISSION EXPIRES JUNE 30, 2017