

2015-011319

Klamath County, Oregon



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10/15/2015 08:48:14 AM

Fee: \$57.00

AFTER RECORDING
PLEASE RETURN TO:

RETURN TO: **73388**
Mortgage Connect, LP
260 Airside Drive
Moon Township, PA 15108
(866) 789-1814

THIS DOCUMENT WAS PREPARED BY:

DANIEL BROWNING
BANK OF AMERICA, N.A.
6400 LEGACY DR.
PLANO, TX 75024

SUBORDINATION AGREEMENT

Borrower: Tandra S Johnson and Paul F Johnson

Property Address: 426 Nosler Street, Klamath Falls, OR 97601

This Subordination Agreement dated Aug 17, 2015, is between TruHome Solutions, LLC,
(Junior Lender),

And BANK OF AMERICA, NA, (New Senior Lender).

RECITALS

TruHome Solutions, LLC, (Junior Lender), owns and holds a promissory note in the amount of \$47,000.00, with accompanying mortgage/deed of trust/security deed

Dated March 14th, 2008, and recorded in volume NA, page NA, as Instrument Number 2008-003770 on March 25th, 2008 (date),

in KLAMATH (County), OREGON (State).

Borrowers are current owners of the Property, and wish to replace their current first position mortgage loan on the Property with a new first position mortgage loan secured by the Property

from New Senior Lender in the new principal sum not to exceed \$59,000.00

Dated: 9/3/15 This will be the New Senior Security Instrument.

1. Subordination of Junior Lender's Interest.

Junior Lender agrees that its security interest and all of Junior Lender's rights there under shall at all times be inferior and subordinate to the Senior Lender's new security instrument and Senior Lender's rights in the Property, including any extensions, renewals, or modifications up to a maximum amount of \$59,000.00, plus interest. Junior Lender consents without possibility of revocation, and accepts all provisions, terms and conditions of the New Senior Lender's Security Instrument.

2. No Subordination to Additional Matters

Junior Lender is subordinating its lien/security interest to the Senior Lender's security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien-security interest.

3. No Waiver of Notice

Upon the execution of the subordination of Junior Lender's security instrument to the new Senior Lender, the Junior Lender waives no rights it may have, if any, under the laws of the State in which the Property is located, or any Federal rights to which the Junior Lender may be entitled.

4. Assignment

This agreement shall be binding upon and inure to the benefit of the Junior Lender and Senior Lender, and their respective successors, assigns trustees, receivers, administrators, personal representatives, legatees, and devisees.

5. Governing (Applicable) Law

This agreement shall be governed by the laws of the State in which the Property is located.

6. Reliance

This Agreement can be relied upon by all persons having an interest in the Property or the New Security Instrument.

7. Notice

Any notice or other communication to be provided under this agreement shall be in writing and sent to the parties at the address described in this Agreement, or such other address as the parties may designate in writing from time to time.

8. Entire Agreement (Integration)

This Agreement and any related documents represent the complete and integrated understanding between Junior Lender and New Senior Lender pertaining to the terms and conditions of this Agreement. Any waiver, modification, or notation of this agreement must be in writing, executed by New Senior Lender, (or its successors or assigns), or Junior Lender, (its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

9. Waiver of Jury Trial

Junior Lender and the New Senior Lender hereby waive any right to trial by Jury in any action arising out of, or based upon this Agreement.

10. Acceptance

Lender acknowledges that they have read, understand, and agree to the terms and conditions of this Agreement.

TruHome Solutions, LLC

By: _____

Printed Name: _____

Title: _____

Witness: _____

(if required by state)

Printed Name: _____

State of Kansas

County of Johnson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Doug Battin, as SVP (title) of TruHome Solutions, LLC, whose name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of August, 20 15.

(Seal)

Brenda Maugh
Notary Public

My commission expires: 10-7-16

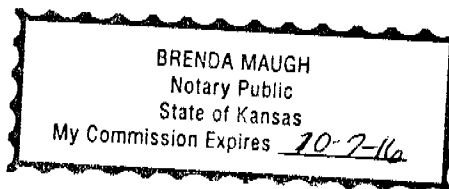


EXHIBIT "A"
LEGAL DESCRIPTION

Lots 3 and 4 in Block 18 of KLAMATH LAKE ADDITION, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.