



**2015-013265**

**Klamath County, Oregon**

**12/09/2015 11:18:47 AM**

**Fee: \$57.00**

**WHEN RECORDED RETURN TO:**

**UMPQUA BANK  
PO BOX 2224  
ATTN: LOAN SUPPORT  
SPOKANE, WA 99210**

**LOAN: 701176494**

**SUBORDINATION AGREEMENT**

1. **UMPQUA BANK** referred to herein as "subordinator", is the owner and holder of a deed of trust dated **April 10, 2008** which is recorded on **April 11, 2008** in the amount of **\$50,000.00** in under auditor's file No **2008-005317**, records of **Klamath** County.
2. UMPQUA BANK referred to herein as "lender" is the owner and holder of the deed of trust dated 12/01/2015, in the amount of \$ 134,100.00, executed by Eric VanCurler and Patricia\*\* under auditor's file No. \_\_\_\_\_, records of Klamath County (which is to be recorded concurrently herewith).
3. **Eric S. Van Curler**, referred to herein as "owner," is the owner of all the real property described in the deed of trust identified above in Paragraph 2.
4. In consideration of benefits to "subordinator" from "owner", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its deed of trust and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of the deed of trust identified in Paragraph 1 above to the lien of "lender's" deed of trust identified in Paragraph 2 above, and all advances or charges made or accruing hereunder, including any extension or renewal thereof.
5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" deed of trust, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its deed of trust or see to the application of "lender's" deed of trust funds, and any application or use of such funds for purposes other than those provided for in such deed of trust, note or agreements shall not defeat the subordination herein made in whole or in part.
6. It is understood by the parties hereto that "lender" would not make the loan secured by the deed of trust in Paragraph 2 without this agreement.
7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to a deed of trust or deeds of trust to be thereafter executed.
8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON 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. IT IS RECOMMENDED THAT; PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THAT PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Executed: **November 17, 2015**

**\*\*VanCurler** as Trustees of the VanCurler Family Trust dated November 6, 2015

UMPQUA BANK

Mary J. Mangum  
Mary J. Mangum, Lending Production Specialist

Eric S. Van Curler  
Eric S. Van Curler

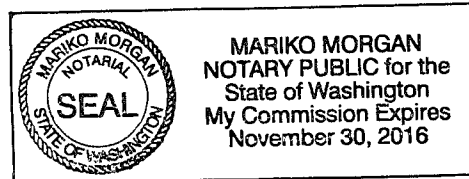
**ACKNOWLEDGMENT – Corporate**

STATE OF WASHINGTON  
COUNTY OF SPOKANE

On **November 17, 2015**, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Mary J. Mangum** known to me to be the **Lending Support Specialist** of Umpqua Bank, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she** is authorized to execute the said instrument

Witness my hand and official seal hereto affixed the day and year first above written

Mariko Morgan  
Notary Public in and for the State of  
Washington, residing at Spokane Co.  
My appointment expires Nov 30, 2016



**ACKNOWLEDGMENT – Individual**

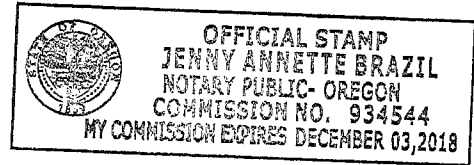
STATE OF Oregon  
COUNTY OF Klamath

On this day personally appeared before me Eric S. Van Curler, to me known to be the individual(s) described in and who executed the within and foregoing instrument,

and acknowledged that **he/she** signed the same as **his/her** free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4<sup>th</sup> day of December, 2015

Brazil  
Notary Public in and for the State of Oregon  
residing at Klamath County  
My appointment expires 12/3/2018



## EXHIBIT "A"

Lots 11 and 12, Block 35, SECOND ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon. ALSO the vacated N1/2 of adjacent Carlyle Avenue as shown in Ordinance No. 02-22, recorded January 8, 2003 in Volume M03, page 1539, Microfilm Records of Klamath County, Oregon