

89451AM

RECORDING REQUESTED BY

U.S. Bank Home Mortgage

WHEN RECORDED MAIL TO:

U.S. Bank Home Mortgage

P.O. Box 6060

Newport Beach, CA 92658-6060

Attn: Tu Le *TL*

Special Servicing Dept, Suite 500

Mail Code: LM-CA-DI6V

(800) 824-6902

2016-003550

Klamath County, Oregon

04/07/2016 10:09:12 AM

Fee: \$52.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### SUBORDINATION AGREEMENT

LOAN NO. 2900035869

ESCROW/ORDER/FILE NO. 89451AM

This Agreement is made and entered into **March 14, 2016**, between U.S. BANK NATIONAL ASSOCIATION ("U.S. Bank") and **Wells Fargo Bank, N.A.** WITNESSETH:

WHEREAS, U.S. Bank now holds the following mortgage loan and bond or note secured by the mortgage deed or deed of trust dated **June 9, 2006** and recorded **July 11, 2006**, made by **Martin R. Matejsek and Cynthia L. Matejsek, Husband and Wife** to U.S. Bank, recorded as Instrument No. **M06-13895**, in the public records of **Klamath County, Oregon** covering the premises described in the legal description attached hereto or a part thereof, and

WHEREAS, the present owner of the premises described in the attached legal description is about to execute and deliver to **Wells Fargo Bank, N.A.** a Mortgage/Loan Modification Agreement in the principal sum amount no greater than **\$83,000.00** dollars and interest, covering premises located at **5342 Valleywood Drive, Klamath Falls, OR 97603** and more fully described as follows:

**See attached legal description**

WHEREAS, said **Wells Fargo Bank, N.A.**, has refused to accept said Mortgage/Loan Modification Agreement unless said mortgage held by U.S. Bank be subordinated as agreed below,

NOW THEREFORE, in consideration of mutual promises set forth herein, and other good and valuable consideration, to induce **Wells Fargo Bank, N.A.**, to accept said

LOAN NO. 2900035869

ESCROW/ORDER/FILE NO. 89451AM

Mortgage/Loan Modification Agreement, U.S. Bank hereby agrees that said mortgage held by said U.S. Bank shall be and shall continue to be subject and subordinate in lien to the lien of said Mortgage/Loan Modification Agreement in the principal sum amount no greater than **\$83,000.00** dollars and interest about to be delivered to **Wells Fargo Bank, N.A.**, and to any extensions, renewals and modifications thereof.

This agreement may not be changed or terminated orally. This agreement shall bind U.S. Bank and **Wells Fargo Bank, N.A.** their respective heirs, personal representatives, successors and assigns.

U.S. Bank National Association

BY: 

Erin O'Donoghue

TITLE: Assistant Vice President

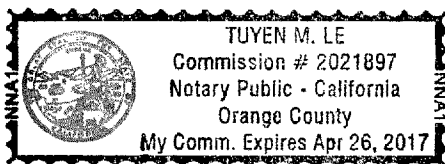
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

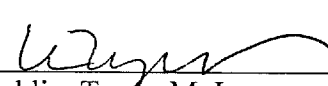
STATE OF CALIFORNIA  
COUNTY OF ORANGE

On March 14, 2016, before me, Tuyen M. Le, a Notary Public, personally appeared **Erin O'Donoghue**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which person 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.

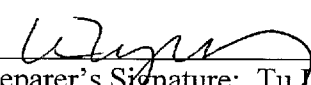


  
Notary Public: Tuyen M. Le

Notary ID: 2021897

My commission expires: 4/26/17

State at Large, California

  
Preparer's Signature: Tu Le

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Lot 16 in Block 15 of Tract No. 1064, FIRST ADDITION TO GATEWOOD, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.