

2016-010593

Klamath County, Oregon

10/05/2016 01:15:00 PM

Fee: \$67.00

WHEN RECORDED RETURN TO:

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

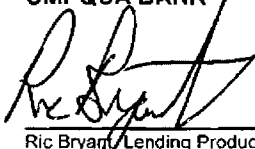
SUBORDINATION AGREEMENT

- ② 619 46346-35.89309
1. **UMPQUA BANK** referred to herein as "subordinator", is the owner and holder of a deed of trust dated **October 27, 2015** which is recorded on **October 29, 2015** in the amount of **\$40,000.00** under auditor's file No **2015-011852**, records of **Klamath County**.
 2. **Quicken Loans Inc. ISAOA** referred to herein as "lender" is the owner and holder of the deed of trust dated 8/4/2016, in the amount of \$81,475.00, executed by **Kathleen L Todd, an unmarried person who acquired title as Kathleen Lisa Balakas, an unmarried person** under auditor's file No. _____, records of Klamath County (which is to be recorded concurrently herewith).
 3. **Kathleen L Todd, an unmarried person who acquired title as Kathleen Lisa Balakas, an unmarried person**, 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: **June 28, 2016**

UMPQUA BANK



Ric Bryant, Lending Production Specialist

Kathleen L Todd

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

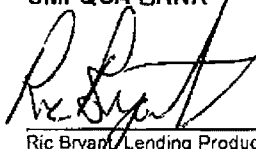
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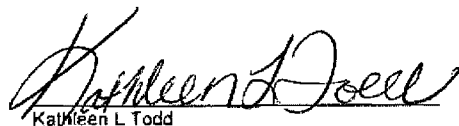
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Executed: **June 28, 2016**

UMPQUA BANK



Ric Bryan, Lending Production Specialist


Kathleen L Todd

ACKNOWLEDGMENT – Corporate

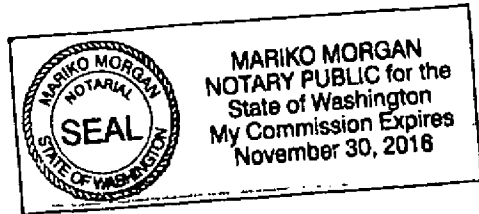
STATE OF WASHINGTON
COUNTY OF SPOKANE

On **June 28, 2016**, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Ric Bryant** known to me to be the **Lending Production 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



Notary Public in and for the State of MARIKO MORGAN
Washington, residing at Spokane Co.
My appointment expires NOV 30, 2016



ACKNOWLEDGMENT – Individual

STATE OF _____
COUNTY OF _____

On this day personally appeared before me _____, 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 _____ day of _____,
20____

Notary Public in and for the State of _____,
residing at _____
My appointment expires _____

ACKNOWLEDGMENT – Corporate

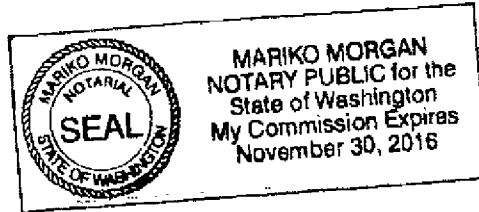
STATE OF WASHINGTON
COUNTY OF SPOKANE

On **June 28, 2016**, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Ric Bryant** known to me to be the **Lending Production 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



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 JOHNN R. SIEBECKE
KATHLEEN L. TODD, 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 4th day of August,
20 16


Notary Public in and for the State of OR
residing at KLAMATH FALLS, OR
My appointment expires Feb. 17

All Purpose Acknowledgement

State of: Oregon

County of: Klamath

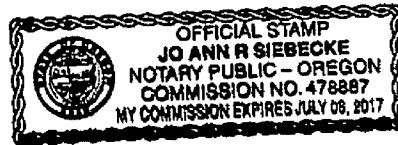
On this 4th day of August 2016, before me

Joann R. Siebecke, a Notary Public, personally appeared

Kathleen L. Todd personally known

to me or 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 this instrument.

Witness my hand and seal:



Joann R. Siebecke
(Seal)

Printed Name: JOANN R. SIEBECKE
My commission expires: 7.6.17

DESCRIPTION OF ATTACHED DOCUMENT

Loan Number: 3358895624

Document Type: Subordination Agreement

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): R-3809-028BB-08400-000

Land Situated in the City of Klamath Falls in the County of Klamath in the State of OR

LOT 19 IN BLOCK 18 OF HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE
OFFICIAL

PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Parcel ID: No. R-3809-028BB-08400-000

Commonly known as: 1941 Del Moro St , Klamath Falls, OR 97601-1804