

2016-012262

Klamath County, Oregon

11/16/2016 03:04:01 PM

Fee: \$62.00

WHEN RECORDED RETURN TO:

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

814956

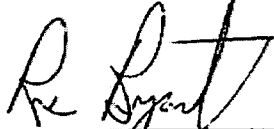
SUBORDINATION AGREEMENT

1. UMPQUA BANK referred to herein as "subordinator", is the owner and holder of a deed of trust dated July 8, 2009 which is recorded on July 13, 2009 in the amount of \$25,000.00 under auditor's file No 2009-009526, records of Klamath County executed by Bethanie S. Leistikow who acquired title as Bethanie S. Halvorsen.
2. BANK OF AMERICA referred to herein as "lender" is the owner and holder of the deed of trust dated 10-31-2016 in the principal amount of up to \$97,000.00 together with interest on such indebtedness according to the terms of the Note executed by Bethanie S. Leistikow as owner under auditor's file No. Bethanie S. Halvorsen, records of Klamath County (which is to be recorded concurrently herewith).
3. Bethanie S. Leistikow who acquired title as Bethanie S. Halvorsen 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.

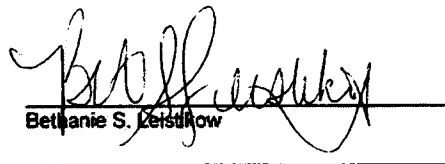
NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THAT PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Executed: October 20, 2016

UMPQUA BANK



Ric Bryant, Lending Production Specialist


Bethanie S. Leistikow

WHEN RECORDED RETURN TO:

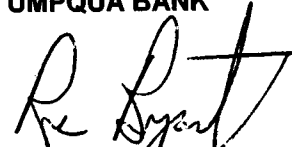
**UMPQUA BANK
PO BOX 2224
ATTN: LOAN SUPPORT
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2. Bethanie S. Leistikow referred to herein as "lender" is the owner and holder of the deed of trust dated 10-31-2016, in the principal amount of up to **\$97,000.00** together with interest on such indebtedness according to the terms of the Note executed by _____ under auditor's file No. _____, records of **Klamath County** (which is to be recorded concurrently herewith).
3. _____, referred to herein as "owner," is the owner of all the real property described in the deed of trust identified above in Paragraph 2.
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Executed: **October 20, 2016**

UMPQUA BANK



Ric Bryant, Lending Production Specialist

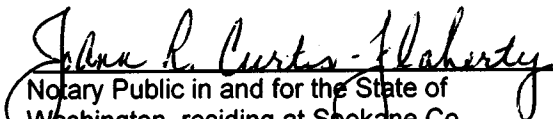
Bethanie S. Leistikow

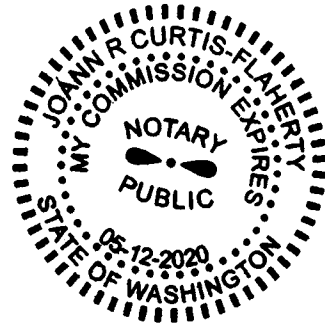
ACKNOWLEDGMENT – Corporate

STATE OF WASHINGTON
COUNTY OF SPOKANE

On **October 20, 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 05-12-2020



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 _____

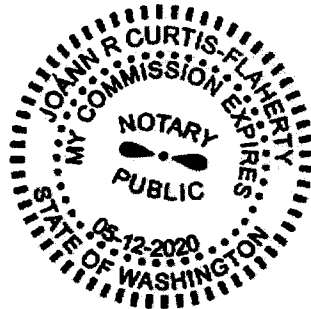
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COUNTY OF SPOKANE

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

Joann R. Curtis-Flaherty
Notary Public in and for the State of
Washington, residing at Spokane Co.
My appointment expires 05-12-2020



ACKNOWLEDGMENT – Individual

STATE OF OR
COUNTY OF Wasco

On this day personally appeared before me Bethanie S Leistika, 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 31st day of Oct
2016

2
Notary Public in and for the State of OR
residing at Wasco County
My appointment expires 3/4/17



EXHIBIT "A"
LEGAL DESCRIPTION

Lot 20 in Block 24 of ELDORADO HEIGHTS, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.