

**2016-013839**

**Klamath County, Oregon**

**12/29/2016 10:03:00 AM**

**Fee: \$52.00**

This Instrument Prepared By:

Sherry McCain  
Bank of America

Record and Return to:

**RUTH RUHL, P.C.**

**ATTORNEY AT LAW**

12700 Park Central Drive, Suite 850  
Dallas, Texas 75251

#### **REAL ESTATE SUBORDINATION AGREEMENT**

THIS REAL ESTATE SUBORDINATION AGREEMENT ("Agreement") is executed as of 11/30/2016, by Bank of America, NA ("Subordinator") having an address of 4161 Piedmont Parkway Greensboro, NC 27410, in favor of LPP Mortgage, Ltd. and its successors and assigns ("Senior Lien Holder"), having an address for notice purposes of 1 Corporate Drive Lake Zurich, IL 60047

WHEREAS, Subordinator is the owner and holder of, or creditor under, the indebtedness described in and secured by that certain Mortgage dated 10/11/2007 executed by David P Honeycutt and Jennifer S Honeycutt, with a property address of 406 Sunrise Street Midland, OR 97634 which was recorded on 11/19/2007 in Official Records Doc# 2007-019607 in the Public Records of Klamath County, OR, as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Bank of America, NA Lien"), encumbering the land described therein (said land and such improvements, appurtenances and other rights and interests gathering said land, if any, as are described in the Bank of America, NA Lien being called herein collectively the "Property"); and

WHEREAS, Senior Lien Holder has been requested to modify their existing loan which is secured by that certain Mortgage recorded 7/14/2003 recorded in Book M03 and Page 48973 in Official Records of the Public Records of Klamath County, OR, executed by Jennifer Botens, a single woman (jointly and severally "Borrower"), to be secured by, without limitation, a loan modification agreement (the "Senior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or other, as modified, payable to the order of LPP Mortgage, Ltd. and its successors and assigns in the maximum principal face amount of \$97,297.41 (the "Principal Amount"), including provisions for acceleration and payment of collection costs (the "Obligation"); the Senior Lien and the Obligation to contain such other terms and provisions as Senior Lien Holder and Borrower shall determine; and

NOW THEREFORE, for valuable consideration, Subordinator hereby subordinates the Bank of America, NA Lien to Senior Lien, as modified, subject to the terms of the Agreement. The Subordinator's Lien is subordinated to Senior Lien, only to the extent of including the Principal Amount of the Obligation, interest accrued thereon and any amounts advanced pursuant to the terms of the Obligation of the security instrument for the payment of insurance premiums, taxes, costs of collection, protection of the value of the property or Bank of America, NA's right in

the Property or foreclosure. All other rights of Subordinator now or hereafter existing in or with respect to the Property (including, but not limited to, all rights and to proceeds of insurance and condemnation) are hereby subordinated, and are and shall remain completely and unconditional subordinate, to the Senior Lien and the rights of Senior Lien Holder regardless of the frequency or manner of renewal, extension, consolidation or modification of the Senior Lien or the Obligation.

This Agreement shall inure to the benefit of the Subordinator and Senior Lien Holder and their respective successors and assigns, including any purchaser(s) (at foreclosure or otherwise) of the Property or any part thereof, and their respective successors and assigns.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

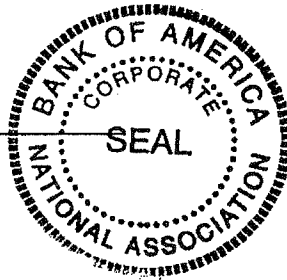
Signed, sealed and delivered  
In the presence of:

Sherry McCain

Sherry McCain

Tara Grant

Tara Grant



Bank of America, NA

By: [Signature]

Name: Kathy Clark

Its: Vice President

STATE OF NORTH CAROLINA )

COUNTY OF GUILFORD )

ss:

The foregoing instrument was acknowledged before me, Omaira Colon, the undersigned Notary Public, on this 30th day of November, 2016 by Kathy Clark as Vice President of Bank of America, NA, that (s)he as such Officer, being authorize so to do, executed the foregoing instrument for the purposes therein contained, and who personally appeared before me.

**OMAIRA COLON**  
Notary Public  
Guilford Co., North Carolina  
My Commission Expires Mar. 28, 2017

(SEAL)

Omaira Colon

Notary Public, State of North Carolina

My Commission Expires: 03/28/2017