

2019-002188

Klamath County, Oregon

03/11/2019 11:38:02 AM

Fee: \$97.00

WHEN RECORDED RETURN TO:

UMPQUA BANK – Loan Support
PO BOX 2125, Spokane, WA 99210-2125
OR
707 W. Main Street, 6th Floor
Spokane, WA 99201

SUBORDINATION AGREEMENT

1. **UMPQUA BANK** referred to herein as "subordinator", is the owner and holder of a deed of trust dated **October 29, 2010** which is recorded on **November 3, 2010** in the amount of **\$15,000.00** in under auditor's file No **2010-012857**, records of **Klamath County** executed by **Toni E Foucault and James M Foucault**.

2. Umpqua Bank referred to herein as "lender" is the owner and holder of the deed of trust dated 02-28-2019, in the principal amount of up to **\$32,000.00** together with interest on such indebtedness according to the terms of the Note executed by Toni E Foucault & James M ** under auditor's file No. _____, records of **Klamath County** (which is to be recorded concurrently herewith). ****Foucault**

3. Toni E Foucault and James M Foucault, 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.

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Fidelity National Title of Oregon

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.

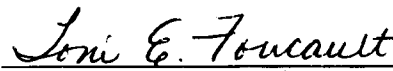
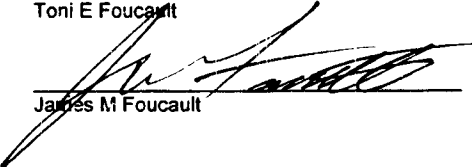
8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement.

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: **January 24, 2019**

UMPQUA BANK


Samantha L. Poulos, Lending Production Specialist



Toni E. Foucault

James M. Foucault

ACKNOWLEDGMENT – Corporate

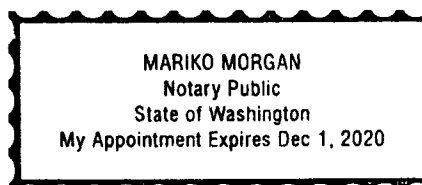
STATE OF WASHINGTON
COUNTY OF SPOKANE

On **January 24, 2019**, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Samantha L Poulos** 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 Dec 1, 2020




ACKNOWLEDGMENT – Individual

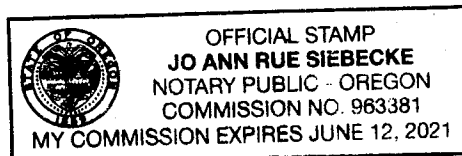
STATE OF OREGON
COUNTY OF KLAMATH

On this day personally appeared before me TONI E. Foulcault
ONLY ASX 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 19th day of MARCH, 2019



Notary Public in and for the State of OR
residing at KLAMATH FALLS OR
My appointment expires 10-12-21



ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF: OREGON

COUNTY OF: JACKSON

On this 5th day of MARCH, 2019, before me,
JANET SUSAN SPINDLER, a Notary

Public, personally appeared

JAMES M. FOUCAULT

who 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 the instrument.

Witness my hand and official seal:

(Seal)

Signature: *[Signature]*

Printed Name: JANET SUSAN SPINDLER

My commission expires: JULY 21, 2020



Description of attached document:

Title or type of document: SUBORDINATION AGREEMENT

Document date: JAN 24, 2019 Number of pages: 4

Signers other than the names above: TONI E. FOUCAULT