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mtc 30319-KR
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS AGREEMENT, made this 7th day of February, 1994, between United States National Bank of Oregon, having its principal office at 501 S. E. Hawthorne Blvd., 5th Floor, Portland, OR, 97214, hereinafter referred to as "Mortgagee", and PIZZA HUT OF OREGON, INC., an OREGON corporation, whose address is 9111 East Douglas, P.O. Box 428, Wichita, Kansas, 67201, hereinafter referred to as "Lessee", and Clyde A. Collins and Linda J. Collins, whose address is 9040 Highway 140, East, Klamath Falls, OR 97603, hereinafter referred to as "Lessor".

WITNESSETH:

WHEREAS, Mortgagee is the holder of a first mortgage upon the real property described in Exhibit "A" attached hereto and incorporated herein by reference; and,

WHEREAS, Lessee has a leasehold interest in said real property by reason of a certain Lease with Lessor dated January 6, 1989, covering the real estate encumbered by the aforesaid mortgage; and,

WHEREAS, it is the desire of Mortgagee that Lessee subordinate its interest in said real property by virtue of said Lease to the lien of said mortgage.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties agree as follows:

1. Lessee hereby subordinates its rights under the aforesaid Lease to the lien of Mortgagee as evidenced by that certain mortgage recorded in the office of Klamath County Clerk in Book M89 at Page 2967, so that for all purposes the lien of said mortgage shall be deemed to be superior to all rights of Lessee in the real property described in Exhibit "A" attached hereto.

2. Provided Lessee is not in default (and has been given notice thereof) under the terms of the Lease, then:

a. The right of possession of Lessee to the leased premises and Lessee's rights arising out of the Lease shall not be affected or disturbed by Mortgagee in the exercise of any of its rights under the aforesaid mortgage or the note secured thereby, nor in any other way be deprived of its rights under the Lease.

b. In the event that Mortgagee or any other person acquires title to the mortgaged premises pursuant to the exercise of any remedy provided for in the mortgage, the Lease shall not be terminated or affected by said foreclosure or sale or transfer in lieu of foreclosure or any such proceeding, and Mortgagee hereby covenants that any sale by it of the mortgaged premises pursuant to the exercise of any rights and remedies under the mortgage or otherwise shall be made subject to the Lease and rights of Lessee thereunder; and, Lessee covenants and agrees to attorn to Mortgagee or such other person as its new Landlord, and the Lease shall continue in full force and effect as a direct Lease between Lessee and Mortgagee or such other person upon all the terms, covenants, conditions, and agreements set forth in the Lease.

c. Neither the mortgage nor any other security instrument executed in connection therewith shall cover or be construed as subjecting in any manner to the lien thereof, any trade fixtures, signs or other personal property at any time furnished or installed by or for Lessee or its sublessees or licensees on the aforementioned property regardless of the manner or mode of attachment thereof.

3. The parties hereto agree that rents and other monies due to Lessor under the Lease shall be paid to

_____. Upon receipt from Mortgagee of written notice to pay all such rents and other monies to or at the direction of Mortgagee, Lessor authorizes and directs Lessee thereafter to make all such payments to or at the direction of Mortgagee, releases Lessee of any liability to Lessor for any and all payments so made, and shall defend, indemnify, and hold Tenant harmless from and against any and all claims, demands, losses, or liabilities asserted by, through, or under Lessor (except by Mortgagee) for any and all payments so made. Any dispute between Mortgagee (or other Purchaser) and Lessor as to the existence or continuance of a default by Lessor under the terms of the Note or Security Documents, or with respect to the extent or nature of such default, or with respect to foreclosure of Deed of Trust by Mortgagee, shall be dealt with and adjusted solely between Mortgagee (or other Purchaser) and Lessor, and Lessee shall not be made a party thereto.

4. Subject to the provisions hereof, said Lease dated January 6, 1989 shall be subject and subordinate to the lien of the mortgage and to all the terms, conditions, and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications, or replacements thereof.

5. The foregoing provisions shall be self-operative and effective without the execution of any further instrument on the part of any party hereto. However, Lessee agrees to execute and deliver to Mortgagee, or to any person to whom Lessee herein agrees to attorn, such other instrument as either shall request in order to effectuate said provisions.

6. Neither Lessor nor Lessee will, without the prior written consent of Mortgagee: a) modify the Lease or any extension or renewal thereof in such a way as to reduce the rent, accelerate rent payments, shorten the original term, or change any renewal option; b) terminate the Lease except as provided by its terms; c) tender or accept a surrender of the Lease or make prepayment in excess of one (1) month of any rent thereunder; or, d) subordinate the Lease to any lien subordinate to the mortgage.

7. This Agreement shall be filed of record in the appropriate recording office at the time the Mortgage and related security documents are filed. All parties hereto shall promptly receive a copy of this Agreement upon full execution as well as a file-stamped original of the same.

8. The Lessee's representations hereunder are specifically contingent upon receipt of adequate legal documentation evidencing Lessor's fee interest in the property and right to receive rentals under the Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

ATTEST:

Name: _____
Title: Secretary/Assistant Secretary

UNITED STATES NATIONAL BANK OF OREGON

By [Signature]
Name: Vice President
Title: President/Vice President
"MORTGAGEE"

ATTEST:

[Signature]
Brian H. Cole, Secretary

PIZZA HUT OF OREGON, INC.

By [Signature]
Teresa J. Roll, President
"LESSEE"

MICHAEL A. GRASSMUECH, Inc. Trustee for
WAGGONER PLAZA, LTD.

ATTEST:

Name: _____
Title: Secretary/Assistant Secretary

By _____
Name: _____
Title: President/Vice President
"LESSOR"

State of California

County of Los Angeles

[Signature]
CLYDE A. COLLINS

[Signature]
LINDA J. COLLINS

On 3/15/94 before me, Margaret Pilon, Notary Public
(DATE) (NAME, TITLE OF OFFICER - I.E., "JANE DOE, NOTARY PUBLIC")

personally appeared Clyde A. Collins and Linda J. Collins
(NAME(S) OF SIGNER(S))

☒ 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 the instrument.

Witness my hand and official seal.



(SEAL)

[Signature]
(SIGNATURE OF NOTARY)

STATE OF Oregon
COUNTY OF Multnomah

s.s.:

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On 3/2, 1994, before me, the undersigned, a Notary Public in and for said state and county, personally appeared David P. Robinson, ~~Vice President~~, and _____, known to me to be the _____, of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal the day and year first above written.

My Appointment Expires:

2/23/95

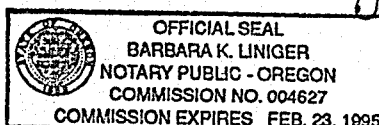
Barbara K. Liniger

Notary Public

STATE OF KANSAS

COUNTY OF SEDGWICK

s.s.:



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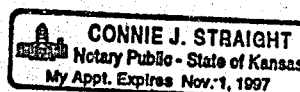
On February 7, 1994, before me, the undersigned, a Notary Public in and for said state and county, personally appeared TERESA J. ROLL, known to me to be the President, and BRIAN H. COLE, known to me to be the Secretary, of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal the day and year first above written.

My Appointment Expires:

November 1, 1997

Connie J. Straight
Connie J. Straight, Notary Public



STATE OF _____

COUNTY OF _____

s.s.:

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On _____, 1994, before me, the undersigned, a Notary Public in and for said state and county, personally appeared _____, and _____, known to me to be the _____, of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

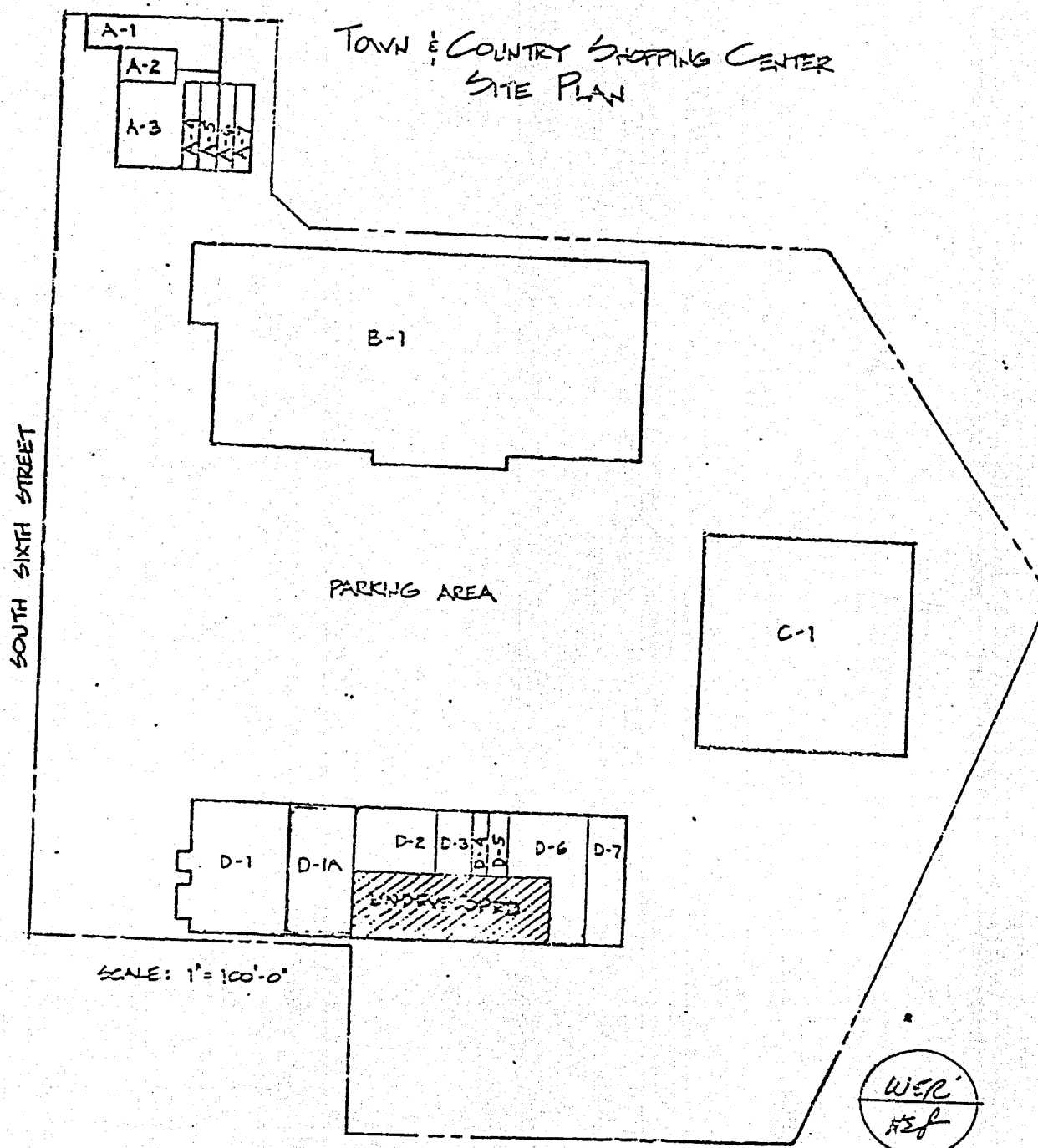
WITNESS my hand and official seal the day and year first above written.

My Appointment Expires:

_____, Notary Public

Legal Description

Situated in Section 3, Township 39 South, Range 9 East Willamette Meridian, Klamath County, Oregon, and more particularly located at _____ South Sixth Street, Klamath Falls, Oregon, designated as space D-1A on EXHIBIT "B".



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 17th day
 of March A.D., 19 94 at 1:19 o'clock P. M., and duly recorded in Vol. M94
 of Mortgages on Page 8156

FEE \$35.00

Evelyn Biehn - County Clerk

By Caroline Miller