

NN

SUBORDINATION AGREEMENT / Trust Deed

Vol M03 Page 29660

STATE OF OREGON.

1

'03 MAY 5 PM 12:56

BELLET CONSTRUCTION, INC

To

Home Valley BankSPACE RESERVED
FOR
RECORDER'S USEState of Oregon, County of Klamath
Recorded 05/05/2003 12:56 P. m.
Vol M03 Pg 29660-61
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

After recording, return to (Name, Address, Zip):

Home Valley BankBox 917GRANTS PASS OR 97526#156599

reputy.

THIS AGREEMENT dated

by and between BELLET CONSTRUCTION, INC
hereinafter called the first party, and Home Valley Bank
hereinafter called the second party, WITNESSETH:On or about (date) MARCH 3, 2003, ONYX BUSINESS PARK, LLC
being the owner of the following described property in KLAMATH County, Oregon, to-wit:PARCEL 3 OF LAND PARTITION 8-98 IN THE N 1/2 NE 1/4 NW 1/4
OF SECTION 10, TOWNSHIP 39 SOUTH, RANGE 9 EAST
OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

executed and delivered to the first party a certain TRUST DEED
(State whether mortgage, trust deed, contract, security agreement or otherwise)(herein called the first party's lien) on the property, to secure the sum of \$ 300,000.00, which lien was:

- (Delete any language not pertinent to this transaction)
- Recorded on MARCH 3, 2003, in the Records of KLAMATH County, Oregon, in book/reel/volume No. M03 at page 13008 and/or as fee/file/instrument/microfilm/reception No. _____ (indicate which);
 - Filed on _____, in the office of the _____ of _____ County, Oregon, where it bears fee/file/instrument/microfilm/reception No. _____ (indicate which);
 - Created by a security agreement, notice of which was given by the filing on _____ of a financing statement in the office of the Oregon ☐ Secretary of State ☐ Dept. of Motor Vehicles (indicate which) where it bears file No. _____ and in the office of the _____ of _____ County, Oregon, where it bears fee/file/instrument/microfilm/reception No. _____ (indicate which).

Reference to the document so recorded or filed is hereby made. The first party has never sold or assigned first party's lien and at all times since the date thereof has been and now is the owner and holder thereof and the debt thereby secured.

The second party is about to loan the sum of \$ 1,700,000.00 to the present owner of the property, with interest thereon at a rate not exceeding 4 % per annum. This loan is to be secured by the present owner's TRUST DEED

(State nature of lien to be given, whether mortgage, trust deed, contract, security agreement or otherwise)

the second party's lien) upon the property and is to be repaid not more than 5 days ☐ years ☒ (indicate which) from its date.

(OVER)

#261



To induce the second party to make the loan last mentioned, the first party has agreed and consented to subordinate first party's lien to the lien about to be taken by the second party as above set forth.

NOW, THEREFORE, for value received, and for the purpose of inducing the second party to make the loan aforesaid, the first party, on behalf of the first party and also on behalf of the first party's personal representatives, successors, and assigns, hereby covenants, consents and agrees to and with the second party and second party's personal representatives, successors, and assigns, that the first party's lien on the property is and shall always be subject and subordinate to the lien about to be delivered to the second party as aforesaid, and that the second party's lien in all respects shall be first, prior and superior to that of the first party, provided always, however, that if the second party's lien is not duly filed or recorded, or an appropriate financing statement with respect thereto duly filed within _____ days after the date hereof, this subordination agreement shall be null and void and of no force or effect.

It is expressly understood and agreed that nothing herein contained shall be construed to change, alter or impair the first party's lien, except as hereinabove expressly set forth.

In construing this subordination agreement, and where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this agreement shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the undersigned has executed this agreement. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

James J. Bellet, Pres
(DBA) Bellet Construction
Inc.

STATE OF OREGON, County of _____

This instrument was acknowledged before me on _____

by _____

This instrument was acknowledged before me on _____

by _____

as _____

of _____



Brenda P. Rodriguez
 Notary Public for Oregon

My commission expires *9-6-05*