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## SUBORDINATION AGREEMENT

MTC- 68539 KR

**M05-68485**

Klamath County, Oregon

11/07/2005 03:10:21 PM

Pages 3 Fee: \$31.00

City of Klamath Falls  
500 Klamath Avenue  
Klamath Falls, OR 97601

To  
OECD  
775 Summer St. NE, Suite 200  
Salem, OR 97301-1280

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

OECD

Attn: Mike Foresee  
775 Summer St. NE, Suite 200  
Salem, OR 97301-1280

THIS AGREEMENT dated November 4, 2005  
by and between City of Klamath Falls, a municipal corporation  
hereinafter called the first party, and Oregon Economic and Community Development Department  
hereinafter called the second party, WITNESSETH:  
On or about (date) December 16, 2004; Integrated Building Solutions, LLC, an Oregon  
Limited / , being the owner of the following described property in Klamath  
Liability Company County, Oregon, to-wit:

See attached Exhibit "A" for legal description

(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 \$ 100,000.00, which lien was:

- (Delete any language not pertinent to this transaction)
- Recorded on December 16, 2004 in the Records of Klamath County, Oregon, in book/reel/volume No. M04 at page 86176 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 \$ 337,000.00 to the present owner of the property, with interest thereon at a rate not exceeding 5.84 % 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)

(hereinafter called the second party's lien) upon the property and is to be repaid not more than 20 ☐ days ☒ years (indicate which) from its date.

(OVER)

31.00



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 30 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.

Form Approved By:

*Rick WA*

*Rick Whitlock, City Attorney*

City of Klamath Falls, a municipal corporation

BY:

X *11/30/05*  
*Jeff Ball*

STATE OF OREGON, County of Klamath ) ss.

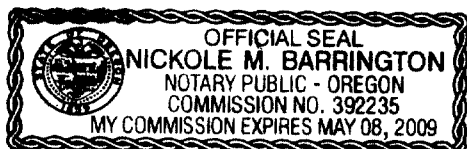
This instrument was acknowledged before me on \_\_\_\_\_,

by \_\_\_\_\_ November 7, 2005

by Jeff Ball

as City Manager

of City of Klamath Falls, a municipal corporation



*Nickole M. Barrington*  
Notary Public for Oregon

My commission expires 5-8-2009

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A parcel of land situated in the NW1/4 of Section 22, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being a portion of Parcel 3 of Land Partition 32-95 as recorded at the Klamath County Clerks office, being more particularly described as follows:

Beginning at the Northwest corner of said Parcel 3, said point being marked by a 2-1/2" aluminum cap stamped "City of Klamath Falls"; thence along the Northerly line of said Parcel 3, South 89° 27' 28" East 353.81 feet; thence parallel to the Easterly line of said Parcel 3, South 00° 32' 32" West 549.05 feet to the right-of-way line of Joe Wright Road; thence along said right-of-way line, North 89° 27' 28" West, 398.81 feet to the right-of-way line of Swan Court; thence along said right-of-way line North 00° 32' 32" East 453.00 feet to a point of curvature; thence continuing along said right-of-way line along the arc of a 50.00 foot radius curve to the right through a central angle of 50° 12' 29" (the long chord of which bears North 25° 38' 47" East 42.43 feet) a distance of 43.82 feet to a point of reverse curvature; thence continuing along said right-of-way line along the arc of a 75.00 foot radius curve to the left through a central angle of 50° 12' 29" (the long chord of which bears North 25° 38' 47" East, 63.64 feet) a distance of 65.72 feet to the point of beginning.

Tax Account No: 3909-02200-00203-000

Key No: 878720