

2006-020491  
Klamath County, Oregon



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10/12/2006 08:47:05 AM

Fee: \$56.00

FILED FOR RECORD AT REQUEST OF  
AND WHEN RECORDED RETURN TO:  
Verizon Wireless  
Attn: Network Real Estate – M/S 231  
15900 SE Eastgate Way  
Bellevue, WA 98008

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(Space above this line is for Recorder's use.)

**ORIGINAL**

**SUBORDINATION, CONSENT, NON-DISTURBANCE, AND  
ATTORNMEN T AGREEMENT**

Grantor: Keith F. Flack and Janice M. Flack

Grantee: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Legal Description: Klamath County, State of Oregon  
Official legal description as Exhibit "A"

Assessor's Tax Parcel ID#: R79373

Reference # (if applicable): N/A

**SUBORDINATION, CONSENT, NON-DISTURBANCE, AND  
ATTORNMEN T AGREEMENT**

This SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMEN T AGREEMENT ("Agreement") is made as of the 22 day of JUNE, 2006, among Countrywide Home Loans, Inc. ("Beneficiary"), Keith F. Flack and Janice M. Flack, as tenants by the entirety, whose address is P.O. Box 434, Oak Ridge, OR 97463 ("Landlord"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with offices at 180 Washington Valley Road, Bedminster, New Jersey 07921 ("Tenant").

**RECITALS**

A. Tenant is the lessee pursuant to a Lease Agreement ("Lease") dated \_\_\_\_\_, between Landlord and Tenant, of premises located at 71735 Highway 97 North, Chiloquin, OR 97624 ("Landlord's Property") as shown on Exhibit "A" attached hereto and made a part hereof.

B. Pacific Continental Mortgage has made a loan to Landlord. This loan is secured by a deed of trust on Landlord's Property ("Trust Deed"). A certain Trust Deed was executed by Landlord and Pacific Continental Mortgage on October 12, 2004 and recorded on October 14, 2004 under Recording Number Book M04, Page 69858 of the records of Klamath County, in the state of Oregon. The loan was assigned to Countrywide Home Loans, Inc., on July 19, 2005, under recording number Book M05, Page 55284 of the records of Klamath County, in the state of Oregon.

C. In the Lease, Tenant has agreed to attorn to the beneficiary of any deed of trust given by Landlord that may encumber the Landlord's Property as Tenant's landlord under the Lease in the event of a foreclosure of Landlord's interest, provided that Tenant receives from every such deed of trust beneficiary a nondisturbance agreement that recognizes the validity of the Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of the portion of the Landlord's Property leased by the Tenant ("Leased Premises"), pursuant to the terms of the Lease, as long as the Tenant is not in default of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the parties hereby agree as follows:

1. **Subordination.** Notwithstanding anything to the contrary set forth in the Lease, the Lease, and the leasehold estate created thereby, and all of Tenant's rights thereunder, shall be and shall at all times remain subject, subordinate, and inferior to the Trust Deed, and the lien thereof, and all rights of Beneficiary thereunder.

2. **Consent.** Beneficiary consents to the Lease and to the Tenant's use and occupancy of the Leased Premises under the Lease.

297740v3<BEL>  
KLF SANDCREEK  
6/8/2006

*Qac, cont  
to  
Flack  
Ref.*

3. Non-Disturbance. So long as the Tenant is not in default (after the expiration of any applicable cure period) in the payment of rent or in the performance of any of the other covenants of the Lease that Tenant is to perform, the Tenant's possession of the Leased Premises and the Tenant's other rights under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Beneficiary. In addition, Beneficiary shall not join Tenant as a party defendant in any action or proceeding for the purpose of terminating the Tenant's interest under the Lease or otherwise.

4. Nondisturbance, Foreclosure and Attornment.

a. If Beneficiary, or any other purchaser at a foreclosure sale or sale under private power contained in the Trust Deed, becomes the owner of Landlord's Property, by reason of any foreclosure of the Trust Deed, the acceptance by Beneficiary of a deed in lieu of foreclosure, or by any other manner, Beneficiary or such other purchaser shall not terminate the Lease, and the Lease shall continue in full force and effect as a direct lease between Tenant and Beneficiary, or such other purchaser, under all of the terms, covenant and conditions of the Lease for the remainder of the term thereof and any extensions or renewals thereof, with the same force and effect as if Beneficiary or such other purchaser were the landlord under the Lease.

b. Immediately upon the succession of Beneficiary or such other purchaser to the interest of the Landlord under the Lease, Tenant does hereby agree to attorn to Beneficiary or such other purchaser as Tenant's landlord. The parties agree that such attornment shall be effective and self-operative without the execution of any further documents. Such attornment shall be subject to all terms, provisions and conditions of the Lease and all amendments and modifications thereof. So long as Tenant is not in default (after the expiration of any applicable cure periods) in the payment of rent and otherwise has not been determined by a court of competent jurisdiction to be in default under any of the material terms and conditions of the Lease, Beneficiary or such other purchaser shall not disturb Tenant in Tenant's possession of the Leased Premises during the term of the Lease and any extensions or renewals thereof, or in the enjoyment of Tenant's rights under the Lease. Nothing in this Agreement shall be construed to limit Tenant's rights against Landlord for any breach of a Lease obligation that occurred prior to the date of takeover, or any claims arising out of such takeover. Tenant shall, from and after Beneficiary's or such other purchaser's succession to the interest of Landlord under the Lease, have the same remedies against such party that Tenant might have had under the Lease against Landlord.

5. Modifications. This Agreement may be modified only by an agreement in writing signed by the parties hereto or their respective successors in interest. Nothing in this Agreement shall be construed as to require the consent of Beneficiary to any amendments, modifications, renewals, or extensions of the Lease.

6. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto.

7. Attorneys' Fees. If any of the parties hereto institutes any action or proceeding in court to enforce any of the provisions hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing parties in any such action or proceeding shall be entitled to receive from the losing parties such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing parties, together with the prevailing parties' other reasonable litigation costs and expenses.

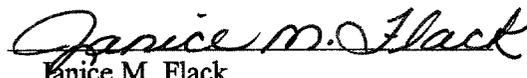
8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which Landlord's Property is located without giving effect to the choice of law rules thereof.

BENEFICIARY: Countrywide Home Loans, Inc.

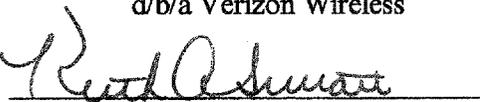
By:   
Name: Terri Stallings  
Title: Vice President  
Date: \_\_\_\_\_

LANDLORD: Keith F. Flack and Janice M. Flack

By:   
Keith A. Flack  
Date: 8-8-06

By:   
Janice M. Flack  
Date: 8-8-06

TENANT: Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless

By:   
Keith A. Surratt  
West Area Vice President - Network  
Date: 9/20/06

**BENEFICIARY ACKNOWLEDGEMENT**

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF VENTURA         )

On this 28 day of JUNE, 2006, before me, a Notary Public in and for the State of CALIFORNIA, personally appeared Terri Stallings, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the Vice President of Countrywide Home Loans, Inc., to be the free and voluntary act and deed of said banking association for the uses and purposes mentioned in the instrument.

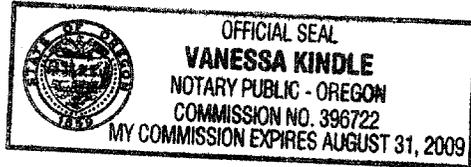
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Manjit Kaur Ghataura  
NOTARY PUBLIC in and for the State of CALIFORNIA  
residing at VENTURA COUNTY  
My appointment expires JULY 15, 2007  
Print Name MANJIT KAUR GHATAURA

LANDLORD ACKNOWLEDGEMENT

STATE OF Oregon )  
COUNTY OF Lane ) ss.

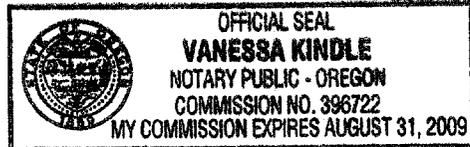


On this 8 day of August, 2006, before me, a Notary Public in and for the State of Oregon, personally appeared Keith F. Flack, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be His free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Vanessa Kindle  
NOTARY PUBLIC in and for the State of Oregon  
residing at Oakridge  
My appointment expires August 31, 2009  
Print Name Vanessa Kindle

STATE OF Oregon )  
COUNTY OF Lane ) ss.



On this 8 day of August, 2006, before me, a Notary Public in and for the State of Oregon, personally appeared Janice M. Flack, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be Her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Vanessa Kindle  
NOTARY PUBLIC in and for the State of \_\_\_\_\_,  
residing at Oakridge  
My appointment expires August 31, 2009  
Print Name Vanessa Kindle

**TENANT ACKNOWLEDGMENT**

STATE OF ARIZONA       )  
  ) SS.  
COUNTY OF MARICOPA   )

On this 20th day of Sept., 2006, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Keith A. Surratt to me known to be an authorized representative of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, the limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Janet Loeb  
Print or Type Name: JANET LOEBS  
Notary Public in and for the State of AZ,  
residing at MARICOPA COUNTY  
My appointment expires: DEC. 24, 2006

EXHIBIT A  
"Landlord's Property"

That portion lying East of Highway 97 of the E 1/2 of the W 1/2 of Section 24, Township 31 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, and the S 1/2 of the NE 1/4 of Section 24, Township 31 South, Range 7, East of the Willamette Meridian, Klamath County, Oregon.

SAVING AND EXCEPTING THEREFROM any portion in Southern Pacific Railroad.