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## SUBORDINATION AGREEMENT

2010-007509

Klamath County, Oregon



00086141201000075090030034

06/21/2010 12:56:12 PM

Fee: \$52.00

## PREMIER WEST BANK

Atten: Mario Callegari, Sr. VP  
890 cypress Ave, Redding, CA 96001

To

## FRANK GALLAGHER

101 Morris St., Suite 205  
Sebastopol, CA 95472SPACE RESER.  
FOR  
RECORDER'S USE

No. \_\_\_\_\_, Records of this County.

Witness my hand and seal of County affixed.

NAME

TITLE

By \_\_\_\_\_, Deputy.

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

## AMERITITLE

300 Klamath Avenue  
Klamath Falls, OR 97601THIS AGREEMENT dated June 18 2010by and between PREMIERWEST BANKhereinafter called the first party, and FRANK GALLAGHER

hereinafter called the second party, WITNESSETH:

On or about (date) March 27, 2008, FRANK GALLAGHERbeing the owner of the following described property in KLAMATH County, Oregon, to-wit:

SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

executed and delivered to the first party a certain Trust Deed and Assignment of Rentals

(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 \$4,100,000., which lien was:

☒ Recorded on March 28, 2008, in the Records of Klamath County, Oregon, in  
book/volume No. 2008 at page s 004551 and and/or as fee/file/instrument/microfilm/reception No. 2008 Page 004552

(Delete any language not pertinent to this transaction)

☐ Filed on \_\_\_\_\_, in the office of the Klamath County Clerk 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 ~~record a RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT'S~~ (2) record a RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT'S (2) to the present owner of the property, with interest thereon ~~of \$4,100,000.00~~ of \$4,100,000.00. This ~~lien~~ lien is to be secured by the present owner's

~~RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT'S~~ (2) RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT'S (2) (hereinafter called encumbrance for perpetuity)

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

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

(OVER)



**Easement and Maintenance Agreement's (2)**

To induce the second party to make the ~~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. **Easement And Maintenance Agreement (2)**

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 10 days after the date hereof, this subordination agreement shall be null and void and of no force or effect. **Reciprocal Easement and Maintenance Agreement (2)**

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.

PREMIERWEST BANK

By-

Mario Callegari, Sr.VP

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on June 2010

by This instrument was acknowledged before me on June 18 2010

by Mario Callegari  
as Senior Vice President

of PREMIERWEST BANK

Notary Public for Oregon

My commission expires

11/16/2011



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

Parcel 2 of Land Partition No. 33-07 being a replat of Parcel 1 of Land Partition 53-06, located in the S1/2 of Section 9, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.