· WORAIHI-DS

RECORDATION REQUESTED BY:

South Valley Bank & Trust Commercial Branch P O Box 5210 Klamath Falls, OR 97601

WHEN RECORDED MAIL TO:

South Valley Bank & Trust Commercial Branch P O Box 5210 Klamath Falls, OR 97601

SEND TAX NOTICES TO:

South Valley Bank & Trust Commercial Branch P O Box 5210 Klamath Falls, OR 97601 2011-010425 Klamath County, Oregon



09/15/2011 03:38:25 PM

Fee: \$62.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



NOTICE: THIS SUBORDINATION OF DEED OF TRUST RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION OF DEED OF TRUST

THIS SUBORDINATION OF DEED OF TRUST dated September 14, 2011, is made and executed among Premier West Bank ("Beneficiary"); Amerititle ("Trustee"); Belcastro Enterprises, LLC ("Borrower"); and South Valley Bank & Trust ("Lender").

SUBORDINATED INDEBTEDNESS. Beneficiary has extended the following described financial accommodations, secured by the Real Property (the "Subordinated Indebtedness"):

Real Property located at 4309/4311 South 6th Street, Klamath Falls, OR 97603.

SUBORDINATED DEED OF TRUST. The Subordinated Indebtedness is or will be secured by the Real Property and evidenced by a deed of trust dated November 8, 2004 from Belcastro Enterprises, LLC ("Trustor") to Amerititle ("Trustee") in favor of Premier West Bank ("Beneficiary") (the "Subordinated Deed of Trust") and recorded in Klamath County, State of Oregon as follows:

Recorded November 8, 2004 in Volume M04 Page 76889-96.

REAL PROPERTY DESCRIPTION. The Subordinated Deed of Trust covers the following described real property (the "Real Property") located in Klamath County, State of Oregon:

See Exhibit "A", which is attached to this Subordination and made a part of this Subordination as if fully set forth herein.

The Real Property or its address is commonly known as 4309/4311 S. 6th St., Klamath Falls, OR 97603. The Real Property tax identification number is 3909-002BC-02601-000.

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness"):

A Promissory Note in the amount of \$425,000.00 dated September 14, 2011 and secured by a first Deed of Trust and Assignment of Rents dated September 14, 2011 on property located at 4309/4311 S. 6th. St., Klamath Falls, OR.

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, deed of trust, or other lien instrument, dated September 14, 2011, from Borrower to Lender (the "Lender's Lien"). As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Deed of Trust.

REQUESTED FINANCIAL ACCOMMODATIONS. Trustor, who may or may not be the same person or entity as Borrower, and Beneficiary each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Trustor and Beneficiary each represent and acknowledge to Lender that Beneficiary will benefit as a result of these financial accommodations from Lender to Borrower, and Beneficiary acknowledges receipt of valuable consideration for entering into this Subordination.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:

SUBORDINATION. The Subordinated Deed of Trust and the Subordinated Indebtedness secured by the Subordinated Deed of Trust is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Deed of Trust. Beneficiary also subordinates to Lender's Lien all other Security Interests in the Real Property held by Beneficiary, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

BENEFICIARY'S REPRESENTATIONS AND WARRANTIES. Beneficiary represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Beneficiary which would limit or qualify in any way the terms of this Subordination; (B) this Subordination is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Beneficiary as to the creditworthiness of Borrower; and (D) Beneficiary has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Beneficiary agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Beneficiary's risks under this Subordination, and Beneficiary further agrees that Lender shall have no obligation to disclose to Beneficiary information or material acquired by Lender in the course of its relationship with Beneficiary.

BENEFICIARY WAIVERS. Beneficiary waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may, without notice of any kind to Beneficiary, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part of it, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

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SUBORDINATION OF DEED OF TRUST (Continued)

Page 2

Loan No: 831488128

Authorized Officer

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and affect. In the event of a corporate reorganization or corporate arrangement of Borrower under the provisions of the Bankruptcy Code, as amended, this Subordination shall remain in full force and effect and the court having jurisdiction over the reorganization or arrangement is hereby authorized to preserve subordination provided under this Subordination in approving any such plan of reorganization or arrangement. Any default by Borrower under the terms of the Subordinated Indebtadness also shall constitute an event of default under the terms of the Superior Indebtadness in favor of Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Subordination:

Amendments. This Subordination constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may edjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Beneficiary also will pay any court costs, in addition to all other sums provided by law.

Authority. The person who signs this Subordination as or on behalf of Beneficiary represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Beneficiary's accurity interests in Beneficiary's property, if any.

Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

Governing Lizw. This Subordination will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Subordination has been accepted by Lender in the State of Oregon.

Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Beneficiary herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

No Walver by Lender. Lender shall not be deemed to have waived any rights under this Subordination unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Beneficiary's shall constitute a waiver of any of Lender's rights or of any of Beneficiary's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED SEPTEMBER 14, 2011.

BORROWER: BEI CASTRO ENTERPRISES. LI C Jennie Belcastro, Menager of Belcastro Em ЦĊ BENEFICIARY: PREMIER WEST BANK TRUSTEF: **AMERITITLE** Authorized Stoner for Americal LENDER: SOUTH VALLEY BANK & TRUST



SUBORDINATION OF DEED OF TRUST (Continued)

Loan No: 831488128

Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF 188 COUNTY OF 1 On this day of papeared Jennie Belcastro, Maneger of Belcastro Enterprises, LLC; Frances Deerborn, Member of Belcastro Enterprises, LLC; and Pate J. Belcastro, Member of Belcastro Enterprises, LLC; and known to me to be members or designated agents of the limited liability company that executed the Subordination of Deed of Trust and acknowledged the Subordination to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Subordination and in fact executed the Subordination on behalf of the limited liability company. Residing at_ Notary Public in and for the State of My commission expires CORPORATE ACKNOWLEDGMENT OFFICIAL SEAL STATE OF COOP SAMANTHA CHARLEY NOTARY PUBLIC - OREGON) SS COMMISSION NO. A422273 COUNTY OF MY COMMISSION EXPIRES NOVEMBER 24, 2011 On this U day of September 2011, before me, the undersigned Notary Public, personally appeared Susan Vina AP Ser Premiervest Services and known on me to be (an) authorized agentia) of the corporation that executed the Subordination of Deed of Trust and acknowledged the Subordination to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Subordination and in fact executed the Subordination on behalf of the corporation. cul Medford Residing at Notary Public in and for the State of Orecon CORPORATE ACKNOWLEDGMENT STATE OF 1 52 COUNTY OF On this day of , 20 , before me, the undersigned Notary Public, personally appeared and known to me to be (an) authorized agent(s) of the corporation that executed the Subordination of Deed of Trust and acknowledged the Subordination to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she/they ls/are authorized to execute this Subordination and in fact executed the Subordination on behalf of the corporation. Residing at Notary Public in and for the State of____ My commission expires LENDER ACKNOWLEDGMENT STATE OF) SS COUNTY OF , Residing at Notary Public in and for the State of My commission expires_



SUBORDINATION OF DEED OF TRUST (Continued)

Loan No: 831488128

Authorized Off

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BORROWER: RELCASTRO ENTERPRISES. Jennie Pete J. Belcastro, Belcastro Enterprises, HC **BENEFICIARY:** PREMIER WEST BANK **Authorized Signer for Premier West Bank** Authorized Signer for Premier West Bank TRUSTEE: AMERITITLE Authorized Signer for Amerititle **Authorized Signer for Amerititle** LENDER: SOUTH VALLEY BANK & TRUST



SUBORDINATION OF DEED OF TRUST

Loan No: 831488128

(Continued)

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STATE OF DR		OFFICIAL SEAL DEBORAH ANNE SINNOCK NOTATION TO BELIC- OREGON ON MESSION NO. 441510
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executed the Subordination of liability company, by authority and on oath stated that they company.	tro Enterprises, LLC, and known to mod Deed of Trust and acknowledged to of statute, its articles of organization are authorized to execute this Subording.	, 20 // , before me, the undersigned Notary Public, personally C; Frances Dearborn, Member of Belcastro Enterprises, LLC; and Pete J. e to be members or designated agents of the limited liability company that the Subordination to be the free and voluntary act and deed of the limited n or its operating agreement, for the uses and purposes therein mentioned, nation and in fact executed the Subordination on behalf of the limited liability
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CORPORATE ACKNOWLEDGMENT		
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EXHIBIT "A" LEGAL DESCRIPTION

Parcel 1:

A tract of land situated in the SW1/4 NW1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian. Klamath County, Oregon, more particularly described as follows:

Beginning at the West 1/4 corner of said Section 2, said point being marked by a brass plug in a capped monument which is 1.60 feet North of the centerline of State Highway 66 (South 6th Street); thence North 89° 44' 52" East along the East-West centerline of said Section 2 (this is the bearing to the center 1/4 corner of said Section 2 which is monumented by a bolt in the pavement that is 1.20 feet North of the centerline of said highway) a distance of 517.06 feet; thence North 00° 20' 15" East a distance of 37.91 feet to a 1/2 inch iron vin on the Northerly line of State Highway 66, to be relocated a distance of 40.00 feet at right angles to the centerline of said highway, said point also being on the Westerly line of the Bennington property as described in Deed Volume 331, page 402, Klamath County Deed Records: thence North 00°20'15" East along the Westerly line of said Bennington property a distance of 186.70 feet to a 5/8 inch iron pin marking the true point of beginning of this description; thence South 89°43'30" West a distance of 136.30 feet to a 5/8 inch iron pin on the Easterly right of way line of Etna Street; thence North 00°20'15" East along the said Easterly right of way line 250.00 feet to the Northerly line of that tract of land described in Deed Volume 353, page 398, Klamath County Deed Records; thence North 89°43'30" East along said Northerly line a distance of 147.78 feet; thence South 00°14'10" East a distance of 81.93 feet to the Northwesterly corner of the Albertson's Food Center building; thence continuing South 00°14'10" East along the edge of the West wall of said building a distance of 123.96 feet to the Southwesterly corner thereof; thence South 17°20'35" West a distance of 46.27 feet to the true point of beginning of this description.

Parcel 2:

A tract of land situated in the SW1/4 NW1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the intersection of the Easterly line of Etna Street and the Northerly right of way line of the Klamath Falls-Lakeview Highway, said point being 34 feet North and 381 feet East of the West 1/4 corner of said Section 2; thence North 89°43'30" East 136.3 feet; thence North 0°16'30" West 262.30 feet; thence South 89043'30" West 136.3 feet, more or less, to the Easterly line of Etna Street; thence South 0°16'30" East 262.3 feet to the true point of beginning.

Saving and Excepting therefrom the Southerly 90 feet described in Deed Volume 299, page 97 and the Northerly 72 feet described in Deed Volume 338, page 616, Deed Records of Klamath County Oregon.

BELCASTRO ENTERPRISES, LLC

JENNIE BELCASTRO, MANAGER

OF BELCASTRO ENTERPRISES, LLC

FRANCES DEARBORN, MEMBER

OF BELCASTRO ENTERPRISES, LLC

BELCASTRO, MEMBER OF BELCASTRO ENTERPRISES, LLC