

2014-009397

Klamath County, Oregon

09/09/2014 02:14:32 PM

Fee: \$62.00

AFTER RECORDING, RETURN TO:

Washington Federal 425 Pike Street Seattle, WA 98101

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE SIGNER'S SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INTEREST.

This subordination agreement is executed this ______ day of ______ September_, 2014 by PR KLAMATH OREGON LIMITED PARTNERSHIP, a Nevada limited partnership (herein "Subordinator").

RECITALS

1. Pahlisch Homes, Inc, an Oregon Corporation, (herein "Owner"), is the Owner of the following described real property situated in Jackson County, Oregon to:

Lot 37 of TRACT 1482, SKY RIDGE ESTATES, PHASE 2, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

- 2. Owner has made application for a loan in the amount of \$262,750.00 from Washington Federal, (herein "Lender"), to be secured by a trust deed or mortgage against the real property above described, (herein "Lender's encumbrance").
- 3. Subordinator has an interest in or lien upon the real property as beneficiary under a deed of trust dated ______, and recorded on ______ in Volume ______, Page ______, in the official records of Klamath County, State of Oregon, which interest is hereinafter referred to as "Subordinator's Lien". recorded concurrently herewith
- 4. Subordinator has never sold or assigned subordinator's lien and is the present owner and holder thereof and the debt thereby secured.
- 5. Lender is willing to make said loan provided that (a) Lender's encumbrance is a lien or charge upon the above described property, prior to and superior to the Subordinator's Lien, and (b) Subordinator specifically and unconditionally subordinates Subordinator's Lien to Lender's encumbrance.
- 6. To induce Lender to make its loan above mentioned, Subordinator has agreed and consented to subordinate Subordinator's Lien to the encumbrance about to be taken by Lender as above set forth.

NOW THEREFORE, in consideration of the benefits to Subordinator from Owner, receipt and sufficiency of which are hereby acknowledged, and to induce Lender to advance funds under its encumbrance, Subordinator hereby consents, covenants and agrees that all of Subordinator's right, title, lien and interest in, to and upon the real property described above, shall be subject to and subordinate to Lender's encumbrance to be made, executed and delivered in favor of or for the benefit of the Lender and that Lender's encumbrance, including any and all advances, extensions or renewals thereof, shall be first, prior and superior to any right, title, lien or interest of the Subordinator.

Subordinator acknowledges that, prior to the execution hereof, Subordinator has had the opportunity to examine the terms of Lender's encumbrance, note, and agreements relating thereto; that Subordinator consents to and approves the same, and recognizes that Lender has no obligation to Subordinator to advance any funds under Lender's encumbrance or to see to the application of Lender's

\$1000

funds; and that any application or use of such funds for purposes other than those provided for in Lender's encumbrance, note or agreements shall not defeat this subordination, in whole or in part.

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

This agreement binds Subordinator's heirs, representatives, successors and assigns and it shall inure to the benefit of the assignees or transferees of Lender's encumbrance and the obligation secured thereby.

IN WITNESS WHEREOF, Subordinator has executed this Subordination Agreement on the date first above written.

PR KLAMATH OREGON LIMITED PARTNERSHIP, a Nevada limited partnership

By: Ender Ilkay, President of Mighty River Holdings, Inc. Manager of PR Klamath General, LLC_____

Its: General Partner

Washington Federal

lts:

funds; and that any application or use of such funds for purposes other than those provided for in Lender's encumbrance, note or agreements shall not defeat this subordination, in whole or in part.

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

This agreement binds Subordinator's heirs, representatives, successors and assigns and it shall inure to the benefit of the assignees or transferees of Lender's encumbrance and the obligation secured thereby.

IN WITNESS WHEREOF, Subordinator has executed this Subordination Agreement on the date first above written.

PR KLAMATH OREGON LIMITED PARTNERSHIP, a Nevada limited partnership
By: Ender Ilkay, President of Mighty River Holdings, Inc. Manager of PR Klamath General, LLC_Its: General Partner
Jan myars
Washington Federal Stracy M. HART
By: <u>Lelationship Manager VT</u>

STATE OF OREGON)	
COUNTY OF DESCHUTES)ss.)	
This instrument was acknowled by Ender Ilkay of Mighty River Holdings	dged before me this day of, 20 s, Inc., as its <u>President</u> .),
	Notary Public My commission expires: Commission No.:	
STATE OF <u>Oregon</u> COUNTY OF <u>Deschutes</u>	_))ss. _)	
This instrument was acknowled by Staty M Hart of Wa as its Relationship Manage	ged before me this 22nd day of <u>Hugust</u> , 2014, Shington Federal,	
OFFICIAL SEAL TRESA ANN ROCKWOOD NOTARY PUBLIC-OREGON COMMISSION NO. 463015 MY COMMISSION EXPIRES OCTOBER 22, 2015	Notary Public My commission expires: 10. 22.15 Commission No.: 4103015	2

STATE OF OREGON NOANDAKAA)				
)ss. COUNTY OF DESCHUTES Williams)				
This instrument was acknowledged before me this day of, 2014, by Ender Ilkay of Mighty River Holdings, Inc., as its President.				
REBECCA HOLMEN Notary Public State of North Dakota My Commission Expires Dec. 7, 2018	Notary Public My commission expires: Dec 7, 2018 Commission No.:			
STATE OF Oregon)ss.				
This instrument was acknowledged before me this 22nd day of August, 2014, by Stacy m Hout of Washington Federal as its Relationship Manager VP				
OFFICIAL SEAL TRESA ANN ROCKWOOD NOTARY PUBLIC-OREGON COMMISSION NO. 463015 MY COMMISSION EXPIRES OCTOBER 22, 2015	Motary Public My commission expires: 10. 22.15 Commission No.: 4103015			