

AmeriTitle
MTC 102424MS

2015-000757
Klamath County, Oregon
01/27/2015 01:16:34 PM
Fee: \$72.00

Recording Requested by:

And When Recorded Return To:

American AgCredit, FLCA
P.O. Box 31990
Stockton, California 95213

The undersigned hereby affirm that there is no Social Security number contained in this document.

LEASEHOLD SUBORDINATION AGREEMENT

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

THIS LEASEHOLD SUBORDINATION AGREEMENT ("Subordination") is executed and made effective this 14th day of January, 2015, by Dennis Hynes and Jack Hynes ("Lessee"), present lessee under that certain unrecorded lease agreement ("Lease") executed by and between Matthew S. Bedford, a single man and Scott G. Bedford, Trustee of the Scott G. Bedford Living Trust dated July 28, 2010 and Lessee on January 6, 2015, in favor of American AgCredit, FLCA ("Lender").

RECITALS

- (1) On or about January 6, 2015, Matthew S. Bedford, a single man and Scott G. Bedford, Trustee of the Scott G. Bedford Living Trust dated July 28, 2010 and Lessee entered into the Lease covering the following property ("Property"):

Refer to Exhibit "A" attached hereto and incorporated herein by reference thereto

Said Lease provides Lessee with a leasehold interest in the above-described property.

- (2) Matthew S. Bedford, a single man and Scott G. Bedford, Trustee of the Scott G. Bedford Living Trust dated July 28, 2010 ("Owner") is seeking a loan and/or other financial accommodations ("financial accommodations") from Lender and is about to execute a deed of trust dated January 14, 2015 to be recorded concurrently herewith in the official records of Klamath County, State of Oregon (the "Lender's Deed of Trust") to secure a note in the sum of \$195,000.00, together with all renewals, modifications and additional financial accommodations of Owner secured thereby, payable with interest and subject to the

72.00

terms and conditions described therein, in favor of Lender. Lender's Deed of Trust provides Lender with a lien on the Property.

- (3) Lender is willing to extend said credit provided the Lender's Deed of Trust securing the same is a lien or charge upon the Property prior and superior to the estate, lien, charge or encumbrance of the Lease and Lessee's leasehold interest and provided that Lessee will specifically and unconditionally subordinate the estate, lien, charge, or encumbrance of the Lease and Lessee's leasehold interest to the lien or charge of the Lender's Deed of Trust.
- (4) It is to the benefit of the undersigned hereto that Lender extend said credit to the Owner; and Lessee is willing that the Lender's Deed of Trust shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the estate, lien, charge, or encumbrance of the Lease and Lessee's leasehold interest.

NOW, THEREFORE, in consideration of the benefits accruing to the undersigned hereto and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lender to extend such credit, the undersigned hereto declares, acknowledges and agrees as follows:

- (a) That Lender's Deed of Trust shall unconditionally be and at all times remain a lien or charge on the Property described therein, prior and superior to the estate, lien, charge, or encumbrance of the Lease and Lessee's leasehold interest together with all rights and privileges of Lessee thereunder.
- (b) That the purpose of this Subordination is to establish a lien priority for Lender which will allow it to provide the financial accommodations described in paragraph 2 above, and that this Subordination is to continue in effect as to all credit extended to Owner, whether resulting from loans or advances hereto or hereafter made. Said aggregate amount shall include all sums resulting from any extensions or renewals of such credit, and all costs, and attorney's fees incurred in connection with such credit.
- (c) That Lender is providing and will in the future provide financial accommodations to Owner in reliance upon, and in consideration of this waiver, relinquishment and subordination. Specific loans and advances are being made and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said Lender's reliance upon this waiver, relinquishment and subordination.
- (d) Lessee consents to and approves: (i) all provisions of the note and Lender's Deed of Trust, and (ii) all agreements, including but not limited to, any loan or escrow agreements between the Owner and the Lender regarding disbursement of the proceeds of the loan.
- (e) Lender, in making disbursements pursuant to any note, loan agreement or similar document, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination made herein in whole or in part.
- (f) That this Subordination shall be the sole document establishing the lien priorities regarding the subordination of the Lease and Lessee's leasehold interest to the lien or charge of the Lender's Deed of Trust and shall supersede or cancel, but only in so far as would affect the priority between the Lender's Deed of Trust and the Lease and the leasehold interest, any prior agreements as to such subordination, including but not limited to, those provisions, if any, contained in the Lease, which provide for the subordination, including but not limited to, those provisions, if any, contained in another deed or deeds of trust or to another mortgage or mortgages.

- (g) This Subordination, without further reference, shall pass to and may be relied upon and enforced by any transferee or subsequent holder of the Lender's Deed of Trust.
- (h) This Subordination may not be amended or modified orally but may be modified only in writing, signed by Lender and all parties hereto. No waiver of any term or provision of this Subordination shall be effective unless it is in writing, making specific reference to this Subordination and signed by the party against whom such waiver is sought to be enforced. This Subordination shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns. This Subordination shall be governed by and construed in accordance with the laws of the State of Oregon.
- (i) This Subordination may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.

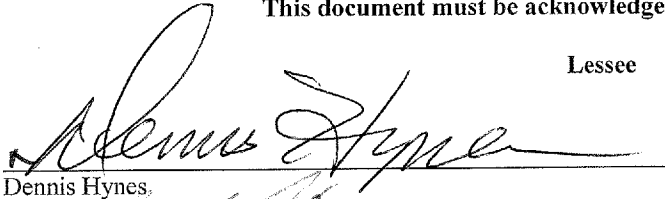
NOTICE: THIS SUBORDINATION CONTAINS A PROVISION WHICH ALLOWS THE OWNER TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN THE IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

IN WITNESS WHEREOF, the parties have executed this Subordination as of the date hereof.

This document must be acknowledged before a Notary Public.

Lessee


Dennis Hynes,

Jack Hynes

Lender

American AgCredit, FLCA

By: 
Jack Martin
Vice President

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of OR }
County of Clatsop } ss.

On this the 22nd day of Jan, 2015, before
Day Month Year

me, MA Stuart, the undersigned Notary
Name of Notary Public

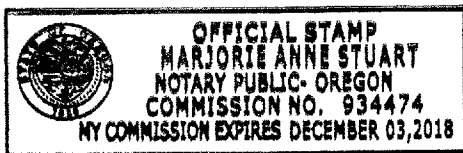
Public, personally appeared Dennis Hynes
Name(s) of Signer(s)

☒ personally known to me - OR -

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.



MA Stuart
Signature of Notary Public

MA Stuart
Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Right Thumbprint
of Signer

Top of thumb here

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Oregon } ss.
County of Klamath }

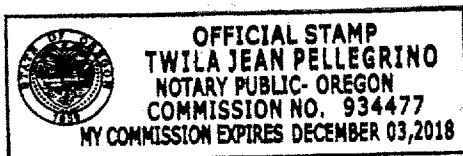
On this the 23rd day of January, 2015, before
me, Twila Pellegrino, the undersigned Notary
Public, personally appeared Jack Hynes,
Name(s) of Signer(s)

☐ personally known to me - OR -

☒ proved to me on the basis of satisfactory
evidence

to be the person(s) whose name(s) is/are
subscribed to the within instrument, and
acknowledged to me that he/she/they
executed the same for the purposes therein
stated.

WITNESS my hand and official seal.



Twila Pellegrino
Signature of Notary Public
Twila Pellegrino
Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Right Thumbprint
of Signer

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Joaquin

On January 21, 2015, before me, Heidi Costigliolo, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Jack Martin,
Names(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Heidi Costigliolo
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Leasehold Subordination Agreement

Document Date: January 14, 2015 Number of Pages: 4 (plus Acknowledgment)

Signer(s) Other Than Named Above: Dennis Hynes and Jack Hynes

Capacity(ies) Claimed by Signer

Signer's Name: Jack Martin

☐ Individual

☒ Corporate Officer--Title(s): Vice President

☐ Partner--- ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

American AgCredit, FLCA

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer--Title(s): _____

☐ Partner--- ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

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EXHIBIT "A"

A tract of land situated in Sections 20, 21, 28, and 29, all in Township 40 South, Range 10 East, Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the point of intersection of the Northeasterly right of way line of State Highway No. 39 (Merrill Highway) and the section line common to said Section 28 and 29; thence Northwestersly along said Northeasterly right of way line to the West line of the SE1/4 SE1/4 of said Section 20; thence Northerly along the West line of the SE1/4 SE1/4 of said Section 20 to the centerline of the U.S.B.R. No. 5 drain; thence Easterly along said drain to the Section line common to said Sections 20 and 21; thence East to the East line of the SW1/4 SW1/4 of said Section 21; thence Southerly along the East line of the SW1/4 SW1/4 of said Section 21 and the East line of the W1/2 NW1/4 of said Section 28 to the Southwesterly right of way line of the Southern Pacific Railroad; thence Southeasterly along said railroad right of way line to the South line of the NW1/4 of said Section 28; thence Westerly along the South line of the said NW1/4 to the Southwest corner of the NW1/4 of said Section 28; thence Northerly along the West line of the NW1/4 of said Section 28 to the Point of Beginning. The above described tract of land includes the right of Fred Hess, John Hess and Paul Hess, their heirs or assigns to use and maintain the existing road beginning at the intersection of Highway 39 and the line common to Sections 28 and 29, Township 40 South, Range 10 East, Willamette Meridian, running thence Northerly and Easterly to the NE1/4 SW1/4 of said Section 21.

EXCEPTING THEREFROM all that portion of the W1/2 NW1/4 of said Section 28 lying Easterly of the centerline of the USBR 5-H Drain; AND EXCEPTING THEREFROM all that portion of the W1/2 NW1/4 of said Section 28 lying Southwesterly of the Northerly line of State Hwy No. 39 (Klamath Falls – Malin Highway).

AND EXCEPTING THEREFROM all that portion of the SW1/4 SW1/4 of Section 21 lying Northeasterly and Easterly of the USBR 5-H Drain.

AND EXCEPTING THEREFROM any portion thereof in the SW1/4 SW1/4 of Section 21 lying within the boundaries of the USBR No. 5 Drain.

AND EXCEPTING THEREFROM any portions of the above described property lying within the boundaries of State Hwy 39, Wong Road, Chin Road and Bucsing Road.