

AFTER RECORDING, RETURN TO:

Pioneer Trust Bank, N.A. P.O. Box 2305 Salem, OR 97308

2015-002709

Klamath County, Oregon 03/27/2015 10:47:41 AM

Fee: \$52.00

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 March, 2015 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 Klamath County, Oregon to:

Lot 32 of Sky Ridge Estates, Phase 2, Klamath County, Oregon.

- 2. Owner has made application for a loan in the amount of \$230,265 from Pioneer Trust Bank, N.A., Trustee for Mark C. Lottis I.R.A., (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 July 8, 2014, and recorded on 12/15/2014 in Volume 2014, Page 012399, in the official records of Klamath County, State of Oregon, which interest is hereinafter referred to as "Subordinator's Lien".
- 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

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 Ikay, President of Mighty River Holdings, Inc., Manager of PR Klamath General, LLC, General Partner

Trustofficer

Mark C. Lottis I.R.A.

By: Pioneer Trust Bank, N.A.

Its: Trustee

STATE OF OREGON (M.))) ss. COUNTY OF DESCHUTES (M.)	
This instrument was acknowledged before by Ender Ilkay as President of Mighty River House General Partner. Joc. Date:	ore me this //+h, day of <u>March</u> , 20 <u>15</u> , oldings, Inc. as Manger of PR Klamath General, LLC, its
OVICK F. KAR, Notary Public, Second Circuit *****	***()
Notar Signature COUNTY OF This instrument was acknowledged before of Pioneer Trust Bank,	Notary Public My commission expires: 08/23/2017 Gommission No.: ore me this 17 day of March, 2015, by Sisan T N.A., as its <u>Trustee</u> .
OFFICIAL SEAL J LORAINE HANSEN NOTARY PUBLIC - OREGON COMMISSION NO. 476270 MY COMMISSION EXPIRES MARCH 27, 2017	Notary Public My commission expires: March 27, 3017 Commission No.:

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