Klamath County, Oregon 04/28/2015 09:29:58 AM

Fee: \$62.00

38992 AM

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.

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:

Lots 75 & 76 in TRACT 1473, PHEASANT RUN, 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 $\frac{339,200}{100}$ 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 2/22/15, and recorded on 4/27/15 in Volume 2.0/5, Page 0.03879, 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-

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 Ilkay, President of Mighty River Holdings, Inc. Manager of PR Klamath General, LLC
Washington Federal By: Its:

•

	STATE OF OREGON)
	COUNTY OF BESCHUTES (A)
	This instrument was acknowledged before me this 23 day of, 20 15 by Ender Ilkay of Mighty River Holdings, Inc., as its President.
200	OFFICIAL SEAL KELLI S HOGENSON NOTARY PUBLIC-OREGON COMMISSION NO. 465937 MY COMMISSION EXPIRES MARCH 02, 2016 MY COMMISSION EXPIRES MARCH 02, 2016 MY COMMISSION NO.: 4465937
	STATE OF <u>Ovegon</u>) COUNTY OF <u>Deschutes</u>)ss.
	This instrument was acknowledged before methis 27 day of HPril, 2015, by Stacy M Hart of Washington Federal, as its VP Relationship Manage.
	OFFICIAL SEAL TRESA ANN ROCKWOOD NOTARY PUBLIC-OREGON COMMISSION NO. 463015 MY COMMISSION EXPIRES OCTOBER 22, 2015 AND