

This space is provided for the

WHEN RECORDED RETURN TO:

Rogue Credit Union
Attn.: Real Estate Processors
PO Box 4550 / 1370 Center Drive
Medford, OR 97501

1st 2393334

SUBORDINATION AGREEMENT

Grantor(s): Rogue Credit Union

Grantee(s): Rogue Credit Union

Legal Description: Lot 11 in TRACT 1310 – PLUM VALLEY II, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

THIS SUBORDINATION AGREEMENT (the “Agreement”) dated as of May 4, 2015, is entered into among Rogue Credit Union (the “Creditor”), whose address is 1370 Center Drive, Medford OR 97501, Craig Bass and Kathy Bass (the “Borrowers”), whose address is 10440 Simpson Canyon Road, Klamath Falls, OR 97601 and Rogue Credit Union (“New Lender”), whose address is 1370 Center Drive, Medford, OR 97501

RECITALS:

A. Creditor has extended credit in the amount of Twenty Five Thousand Dollars (\$25,000.00) to Borrower (the “Creditor Loan”) which is or will be secured by a deed of trust executed by Borrower for the benefit of Creditor (together with any amendments, supplements, extensions, renewals or replacements, the “Creditor Deed of Trust”) covering the real property described above (the “Real Property”) and the personal property described therein. The Creditor Deed of Trust was recorded as Auditors File No. 2009-004782 on April 6, 2009, in the records of Klamath County, Oregon. As of the date of this agreement the current principal balance of the Creditor Loan is Twenty Thousand Thirty One Dollars and Thirty Two Cents (\$20,031.32).

B. New Lender has made or may make a loan in an amount not to exceed One Hundred Twenty Five Thousand Dollars (\$125,000.00) to Borrower (“New Lender Loan”), which will be secured by a deed of trust executed by Borrower for the benefit of New Lender which is being recorded concurrently with this Agreement (together with any amendments, supplements, extensions, renewals or replacements, the “New Lender Deed of Trust”) covering the Real Property and the personal property described therein (the Real Property and such personal property and all products and proceeds thereof, is collectively, the “Property”).

C. New Lender has required that its security interest in the Property be superior to the security interest of Creditor in the Property.

In consideration of the matters contained in the foregoing Recitals, which are hereby incorporated herein, and for other valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. Subordination.

a. Creditor hereby subordinates any and all of its right, title, claim, lien and interest in the Property and all proceeds thereof, under the Creditor Deed of Trust, to all right, title, claim, lien and interest of New Lender in the Property under the New Lender Deed of Trust.

b. Creditor’s agreement to subordinate shall apply to the principal balance on the New Loan, plus all interest, late charges, collection costs and expenses, attorney’s fees and amounts paid to third parties to protect or enforce New Lender’s security interest, but shall not include increases in the principal balance other than increases required for preservation, maintenance, or improvement of the Property, or performance of Borrower’s obligations under New Lender’s Deed of Trust.

c. Except as otherwise set forth herein, the priority of security interests in the Property shall be governed by applicable law.

2. Actions by New Lender. Creditor agrees that New Lender may foreclose its security interest in the Property and may otherwise act in any manner permitted by the New Lender Deed of Trust or by law without affecting any priority of New Lender hereunder. New Lender agrees that it shall provide Creditor, in such time and manner as is required by applicable law, all notices required to be provided to the beneficiary of a trust deed or mortgagee of a mortgage that is recorded after the deed of trust or mortgage being foreclosed. New Lender agrees that it will not, without prior written consent of Creditor, increase the interest rate or the payments required on the New Lender Loan (except for increases in escrow impound amounts for taxes and insurance, or increases pursuant to variable rate terms in the New Lender Loan documents) or otherwise modify the New Lender Loan in any material respect.

3. No Obligation. This Agreement shall not be construed as giving rise to any obligation on the part of Creditor to assume or pay any indebtedness of any person to New Lender, nor shall this Agreement be construed as giving rise to any obligation on the part of Creditor or New Lender to loan any amounts or extend any financial accommodations to Borrower or any other person.

441

