

RECORDING COVER SHEET

ORS 205.234

This cover sheet has been prepared by:

**2018-006598****Klamath County, Oregon****05/30/2018 04:02:01 PM****Fee: \$62.00**

Any error in this cover sheet DOES NOT affect the transaction(s) contained in the instrument itself.

Reference: 187650 DS

Please print or type information.

1. AFTER RECORDING RETURN TO –

Required by ORS 205.180(4) & 205.238:

Name: Rabo AgriFinance, LLCAddress: 14767 N. Outer 40 Rd., Ste. 400City, ST Zip: Chesterfield, MO 63017Attn: Closing Dept.**2. TITLE(S) OF THE TRANSACTION(S) –** Required by ORS 205.234(1)(a)

Note: "Transaction" means any action required or permitted by law to be recorded, including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property. Enter descriptive title for the instrument:

Document Title(s): Subordination Agreement**3. DIRECT PARTY / GRANTOR Names and Addresses –** Required by ORS 205.234(1)(b)

for Conveyances list Seller; for Mortgages/Liens list Borrower/Debtor

Grantor Name: Walker Brothers

Grantor Name: _____

4. INDIRECT PARTY / GRANTEE Names and Addresses – Required by ORS 205.234(1)(b)

for Conveyances list Buyer; for Mortgages/Liens list Beneficiary/Lender/Creditor

Grantee Name: Rabo AgriFinance LLC

Grantee Name: _____

5. For an instrument conveying or contracting to convey fee title,
the information required by ORS 93.260:**UNTIL A CHANGE IS REQUESTED, ALL
TAX STATEMENTS SHALL BE SENT TO
THE FOLLOWING ADDRESS:**Name: NO CHANGE

Address: _____

City, ST Zip: _____

6. TRUE AND ACTUAL CONSIDERATION –
Required by ORS 93.030 for an instrument conveying
or contracting to convey fee title or any memorandum
of such instrument:\$ 0**7. TAX ACCOUNT NUMBER OF THE PROPERTY if the instrument creates a lien or other interest that
could be subject to tax foreclosure. –** Required by ORS 312.125(4)(b)(B)Tax Acct. No.: N/A

SUBORDINATION AGREEMENT

THIS AGREEMENT made as of the 28th day of April, 2018, between WALKER BROTHERS, aka Tally Ho Farms an Oregon general partnership (hereinafter referred to as the "Undersigned"), and RABO AGRIFINANCE LLC., a Delaware limited liability company having its principal place of business at 14767 N Outer Rd., Suite 400, Chesterfield, MO 63017, (hereinafter referred to as the "Lender").

WITNESSETH:

WHEREAS, JW WALKER PROCESSING, LLC has applied to the Lender for a loan, to be evidenced by a Note and secured by a mortgage, deed of trust or security deed (hereinafter referred to as the "Mortgage") covering the following premises situate in KLAMATH COUNTY, OREGON:

50 ACRES LOCATED IN KLAMATH COUNTY, OREGON – "MCVAY FIELD"

30 ACRES LOCATED IN KLAMATH COUNTY, OREGON – "NORTH SHED FIELD"

WHEREAS, the Undersigned is the holder of the following mortgage, lease, contract of sale, judgment or other encumbrance (hereinafter referred to as the "Encumbrance"):

Lease of Real Property dated FEBRUARY 2, 2017, by and between JW WALKER PROCESSING, LLC, Lessor and WALKER BROTHERS, as Lessee

WHEREAS, to induce the Lender to make said loan, the Undersigned has agreed with the Lender to subordinate to the lien of the Mortgage all right, title and interest of the Undersigned, including the Encumbrance, in and to all or any part of said premises;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) paid by the Lender to the Undersigned at or before delivery of this Agreement, the receipt of which is hereby acknowledged, the Undersigned hereby covenants and agrees with the Lender that the Encumbrance and any and all of the rights, options, liens and charges therein contained or created thereunder or thereby and all other right, title and interest of the Undersigned in said premises shall be and shall continue to be subject and subordinate in lien to the lien of the Mortgage and to any extensions, renewals and modifications thereof, to the extent of said amount,

whether heretofore or hereafter advanced, and to all sums which may be advanced for the payment of taxes, assessments, insurance premiums and otherwise as contemplated by the terms of the Mortgage, together with interest as provided by the Mortgage.

This agreement may not be changed or terminated orally and shall bind and insure to the benefit of the Lender and the Undersigned and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Undersigned has duly executed this Agreement as of the date and year first above written.

WALKER BROTHERS, aka Tally Ho Farms an Oregon general partnership

By: 

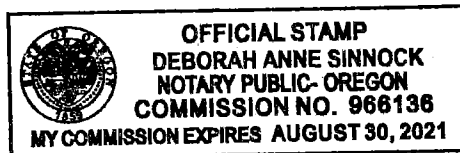
TRICIA MARIE HILL

STATE OF OR)
) SS.
COUNTY OF Klamath)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 24th day of MAY, 2018, personally appeared TRICIA MARIE HILL, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its PARTNER, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such partnership, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

(SEAL)




Notary Public

My commission expires:

RABO AGRIFINANCE LLC, a Delaware limited liability company

By: Chris Painter
Charlie Pointer
Vice President

STATE OF OREGON)
COUNTY OF MARION) SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of May, 2018, personally appeared Charlie Pointer, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its VICE PRESIDENT, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such partnership, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

(SEAL)

Dee Ann Jackson
Notary Public

My commission expires:

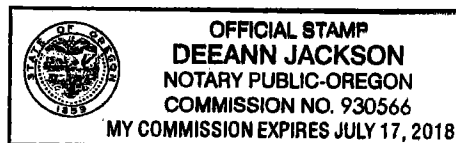


EXHIBIT A

50 Acres located in Township 41S, Range 12, Section 9
(Commonly known as the "McVay Field," Klamath County, Oregon)

30 Acres located in SE1/4 of Section 4, T41S, R12E, of the Willamette
Meridian, Klamath County, Oregon
(Commonly known as the "North Shed Field," Klamath County, Oregon)