

2020-001331

Klamath County, Oregon

02/03/2020 08:36:01 AM

Fee: \$107.00

WHEN RECORDED RETURN TO:

UMPQUA BANK – Loan Support
PO BOX 2125, Spokane, WA 99210-2125
OR
707 W. Main Street, 6th Floor
Spokane, WA 99201

SUBORDINATION AGREEMENT

61557728-540487

3440094942

1. UMPQUA BANK referred to herein as "subordinator", is the owner and holder of a deed of trust dated November 20, 2015 which is recorded on November 24, 2015 in the amount of \$50,000.00 page under auditor's file No 2015-012828, records of Klamath County executed by Robert Fenner and Samantha Fenner.

2. Mex as Nominee to Quicken Loans Inc. referred to herein as "lender" is the owner and holder of the deed of trust dated January 15, 2020, in the principal amount of up to \$267,500.00 together with interest on such indebtedness according to the terms of the Note executed by QUICKEN LOANS INC under auditor's file No. 240-001010, records of Klamath County (which is to be recorded concurrently herewith).

3. _____, referred to herein as "owner," is the owner of all the real property described in the deed of trust identified above in Paragraph 2.

4. In consideration of benefits to "subordinator" from "owner", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its deed of trust and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of the deed of trust identified in Paragraph 1 above to the lien of "lender's" deed of trust identified in Paragraph 2 above, and all advances or charges made or accruing hereunder, including any extension or renewal thereof.

5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" deed of trust, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its deed of trust or see to the application of "lender's" deed of trust funds, and any application or use of such funds for purposes other than those provided for in such deed of trust, note or agreements shall not defeat the subordination herein made in whole or in part.

6. It is understood by the parties hereto that "lender" would not make the loan secured by the deed of trust in Paragraph 2 without this agreement.

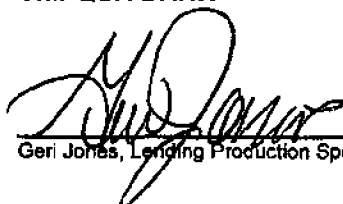
7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to a deed of trust or deeds of trust to be thereafter executed.

8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT: PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THAT PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Executed: **December 24, 2019**

UMPQUA BANK



Geri Jones, Lending Production Specialist

Robert Fenner

Samantha Fenner

7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to a deed of trust or deeds of trust to be thereafter executed.


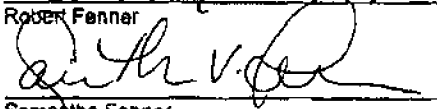
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Executed: December 24, 2019

UMPQUA BANK


Geri Jones, Lending Production Specialist



Robert Fenner

Samantha Fenner

ACKNOWLEDGMENT – Corporate

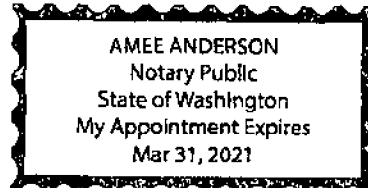
STATE OF WASHINGTON
COUNTY OF SPOKANE

On **December 24, 2019**, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Geri Jones** known to me to be the **Lending Production Specialist** of UMPQUA BANK, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she** is authorized to execute the said instrument

Witness my hand and official seal hereto affixed the day and year first above written



Notary Public in and for the State of
Washington, residing at Spokane Co.
My appointment expires 3/31/2021



ACKNOWLEDGMENT – Individual

STATE OF _____
COUNTY OF _____

On this day personally appeared before me _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that **he/she** signed the same as **his/her** free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20____

Notary Public in and for the State of _____,
residing at _____
My appointment expires _____

COUNTY OF SPOKANE

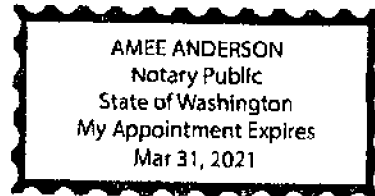
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Witness my hand and official seal hereto affixed the day and year first above written

Amee Anderson

Notary Public in and for the State of
Washington, residing at Spokane Co.

My appointment expires 3/31/2021



ACKNOWLEDGMENT - Individual

STATE OF Oregon
COUNTY OF Klamath

On this day personally appeared before me Robert Fenner & Samantha Fenner, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15 day of January, 2020

Marla Michele Hanlon-Abaita
Notary Public in and for the State of Oregon
residing at Klamath Falls, Oregon
My appointment expires 3/10/2023

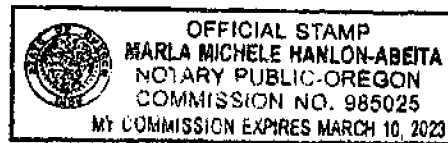


EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 593833

Land situated in the County of Klamath in the State of OR

A TRACT OF LAND SITUATED IN THE SE1/4 NW1/4 OF SECTION 9, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 00 DEGREES 06 MINUTES 00 SECONDS EAST 491.28 FEET AND SOUTH 89 DEGREES 08 MINUTES 00 SECONDS EAST (SOUTH 89 DEGREES 18 MINUTES EAST BY DEED VOLUME M76 PAGE 4147, RECORDED IN KLAMATH COUNTY, OREGON), 250.00 FEET FROM THE CW 1/16 CORNER (SOUTHWEST CORNER OF SAID SE1/4 NW1/4) OF SAID SECTION 9; THENCE NORTH 00 DEGREES 52 MINUTES 00 SECONDS EAST 200.95 FEET; THENCE SOUTH 89 DEGREES 13 MINUTES 00 SECONDS EAST 242.79 FEET TO A CURVE TO THE LEFT (RADIUS POINT BEARS SOUTH 58 DEGREES 00 MINUTES 38 SECONDS EAST 230.00 FEET); THENCE ALONG THE ARC OF SAID CURVE (CENTRAL ANGLE IS 31 DEGREES 07 MINUTES 22 SECONDS) 122.22 FEET; THENCE SOUTH 00 DEGREES 52 MINUTES 00 SECONDS WEST 85.00 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 00 SECONDS WEST 210.40 FEET TO THE POINT OF BEGINNING.

Parcel ID: 593833, 3910-0098D-01900

NOTE: The Company is prohibited from insuring the area or quantity of the land. The Company does not represent that any acreage or footage calculations are correct. References to quantity are for identification purposes only.

Commonly known as: 3610 Small Court, Klamath Falls, OR 97603-6413

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES