AmeriTitle
MTC 382084 AM

This space is provided for the

2020-009817
Klamath County, Oregon
08/07/2020 02:24:51 PM
Fee: $87.00

2020-009938
Klamath County, Oregon
08/11/2020 11:47:27 AM
Fee: $92.00

WHEN RECORDED RETURN TO:
Rogue Credit Union
Attn.: Mortgage Department
PO Box 4550 / 1370 Center Drive
Medford, OR 97501

This is being re-recorded at the request of Amerititle to add New Lender signature previously recorded in 2020-009817

SUBORDINATION AGREEMENT

Grantor(s): Rogue Credit Union

Grantee(s): Dean Alan High and Vickie Elaine High, Husband and Wife

Legal Description: That certain Real Property, with the Tenements, Hereditaments and Appurtenances thereunto belonging or appertaining, Situated in the County of Klamath and State of Oregon, Described as Follow, To-Wit: Lots 20 and 21, Tract 1038, A Resubdivision of Lots 10 Thru 15 in Block 1 of Midland Hills Estates, 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 07/14/2020, is entered into among Rogue Credit Union (the "Creditor"), whose address is 1370 Center Drive, Medford OR 97501, Dean Alan High and Vickie Elaine High, Husband and Wife, (the "Borrower"), whose address is 148 Clark Street, Midland, OR 97634 and Axia Financial, LLC ("New Lender"), whose address is 1120 112th Ave NE #600 Bellevue, WA 98004.

RECITALS:

A. Creditor has extended credit in the amount of Ten Thousand Dollars ($10,000.00) 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 at Auditors File No. 2020-006104, on 05/18/2020, in the records of Klamath County, Oregon.

B. New Lender has made or may make a loan in an amount not to exceed One Hundred Seventy Three Thousand Dollars ($173,000.00) 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.

87

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.

4. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by all parties hereto.

5. **Successors.** This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement, and the covenants of Borrower and Creditor respecting subordination of the Creditor Deed of Trust shall extend to, include, and be enforceable by any transferee or endorsee of the Creditor Deed of Trust or the Creditor Loan.

6. **Recitals.** The Recitals are hereby incorporated herein.

CREDITOR: Rogue Credit Union

Jina Sherwood
By: Jina Sherwood
Title: Mortgage Servicing Specialist

State of Oregon)
) ss.
County of Jackson)

This instrument was acknowledged before me on 07/15/2020, by Jina Sherwood as Mortgage Servicing Specialist of Rogue Credit Union.

OFFICIAL STAMP
BETHANY ANN VANCLEAVE
NOTARY PUBLIC-OREGON
COMMISSION NO. 965775
MY COMMISSION EXPIRES AUGUST 23, 2021

Bethany Ann VanCleave
Notary Public for Oregon
Commission No.: 965775
My Commission Expires: August 23, 2021

BORROWER: Dean Alan High

Dean Alan High

BORROWER: Vickie Elaine High

Vickie Elaine High

State of Oregon)
) ss.
County of Klamath)

This instrument was acknowledged before me on 8/3/2020 by Dean Alan High + Vickie Elaine High

OFFICIAL STAMP
LISA - LEGGET-WEATHERBY
NOTARY PUBLIC-OREGON
COMMISSION NO. 992239
MY COMMISSION EXPIRES OCTOBER 01, 2023

Lisa Legget-Weatherby
Notary Public for Oregon
Commission No.: 992239
My Commission Expires: 10/1/2023

NEW LENDER: Axia Financial, LLC

By: Brian DeJong
Title: COO

State of Washington)
) ss.
County of King)

This instrument was acknowledged before me on August, 10 2020 by Brian DeJong
as COO of Axia Financial, LLC.

REBECCA L DOWLING
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES 10-19-20

Rebecca L Dowling
Notary Public for ~~Oregon~~ Washington
Commission No.: 161898
My Commission Expires: 10-19-20