

**Klamath Tribes Housing Department  
Limited Waiver of Sovereign Immunity (LWSI)**

After recording return to:  
Klamath Tribes Housing Dept.  
PO Box 436  
Chiloquin, OR 97624

**to  
Subordination Agreement**

**Between**  
**Klamath Tribes Housing Department and**  
**First Community Credit Union**

This Limited Waiver of Sovereign Immunity (LWSI) amends the Subordination Agreement ("Contract") between Klamath Tribes Housing Department ("KTHD") and First Community Credit Union, entered into on 8/25/2020 for the KTHD's Mortgage Agreement with Shiana Butler for 1724 Homedale Rd Klamath Falls Oregon 97603;

This Amendment is limited to its terms only, and does not replace or supersede any provision the Contract or the KTHD's Mortgage Agreement on the property, except and only to the extent so specified herein.

1. The Klamath Tribes Housing Department (hereinafter "the KTHD") as an arm and instrumentality of the Klamath Tribes possesses sovereign immunity from suit, which immunity is hereby expressly asserted.
2. The Klamath Tribes for and on behalf of KTHD hereby grants a limited waiver of KTHD's sovereign immunity from unconsented suit, exclusively for the limited purpose of permitting actions against the KTHD arising under the mortgage and subordination agreement for specific performance, injunctive relief, or declaratory judgment as set out in Oregon State foreclosure law and related rules of civil procedure. Such a waiver shall be narrowly construed and limited to the terms set out herein.
  - a. Parties. The LWSI extends only to First Community Credit Union including successors and assigns of the Mortgage or Subordination Agreement but applies to no other parties, including third party beneficiaries.
  - b. Claims: The purpose of this LWSI is to ensure functioning of the foreclosure process through the Subordination Agreement and KTHD's position as a secondary mortgagor, whether under a mortgage or deed of trust. These limited purposes include the KTHD's express and irrevocable waiver for service of process, foreclosure, foreclosure judgment, foreclosure sale, execution of judgment, and attachment in aid of execution of judgment. This LWSI does not include any other actions, such as, for example, actions in tort, actions for breach of contract, actions based on Oregon or federal laws that are not related to Oregon foreclosure law and

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process. Further, the waiver only applies to claims for equitable or declaratory relief and does not extend to any claims for damages.

- c. Choice of Law: This LWSI applies to Oregon foreclosure laws exclusively, and related rules of civil procedure. The KTHD does not waive its sovereign immunity regarding any other laws of the State of Oregon.
  - d. Forum: This LWSI covers all courts of competent jurisdiction, which shall include Oregon state courts of competent jurisdiction, and federal courts of competent jurisdiction. This LWSI does not limit the jurisdiction of the Klamath Tribes over all other potential legal claims related to this property that are unrelated to the property's foreclosure.
  - e. Relief: This LWSI does not include any action seeking relief based on monetary damages or the enforcement of a money judgment against the Klamath Tribes' assets or property interests, wherever those assets or property interests are located geographically.
3. Notwithstanding anything to the contrary in the Mortgage or Subordination Agreement, the parties agree that this LWSI constitutes a limited waiver of KTHD's sovereign immunity solely for the purposes of enforcing the provisions of the Subordination Agreement and the underlying Mortgage and not a general or complete waiver of sovereign immunity. The KTHD agrees that this Limited Waiver applies to actions against it for specific performance, and declaratory or injunctive relief with respect to all obligations of the KTHD under the Mortgage and/or the Subordination Agreement.
  4. This limited waiver of KTHD's sovereign immunity expressly does not include a waiver for judgment involving monetary damages, punitive damages, exemplary damages or attorney's fees.
  5. This limited waiver does not allow any actions, claims or awards to be brought or enforced against the Klamath Tribes or the individual members of the Klamath Tribes Tribal Council, or any officers, attorneys, employees, agents, or any other person or entity associated or affiliated with the KTHD or the Klamath Tribes.
  6. This waiver is intended for the benefit of First Community Credit Union only, and no other party may claim any rights under this LWSI, except for its successors and assigns to the Subordination Agreement and the underlying Mortgage.
  7. The Klamath Tribes represent that the Tribal Council is the elected governmental body of the Klamath Tribes and that the Tribal Council has met and approved this LWSI. The Klamath Tribes further represent that Tribal Council has the authority to grant this LWSI.
  8. This Limited Waiver of Sovereign Immunity expires upon completion of the foreclosure process under the underlying Mortgage.

**Klamath Tribes**

Name: Don Gentry

Title: Tribal Chairman

Signature/Date

8/25/2020

**First Community Credit Union**

Name: Colton Sargent

Title: AVP

Signature/Date



Subscribed and sworn to before me this 25 day of August 2020.

Brandi Rae Hatcher  
Notary Public for State of Oregon

My Commission expires: 7-29-2022

(SEAL)



State of Oregon

County of Klamath

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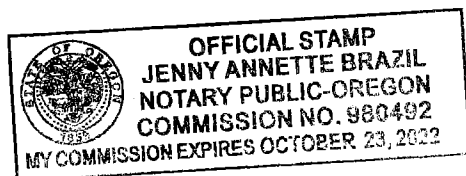
On this 8 day of September, in the year 2020, before me, Jenny Annette Brazil, a Notary Public in and for said state, personally appeared

Colton Sargent as  
AVP

of First Community Credit Union, and acknowledged to me that pursuant to a Resolution of the Board of Directors, he/she executed the foregoing in said Corporation name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]  
Notary Public for the State of Oregon  
Residing at: Klamath County  
Commission Expires: 10/23/2022



Unofficial Copy

## EXHIBIT "A"

Tract 92 and a portion of Tract 93 of YALTA GARDENS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, that portion of Tract 93 described as follows:

Beginning at the SE corner of said Tract 93, the North along the East boundary line of said Tract 93 a distance of 15 feet to a point; thence West and parallel to the South line of said Tract a distance of 91 feet to a point; thence South and parallel to the East line of said Tract a distance of 15 feet to the South line of said Tract; thence East along said South line a distance of 91 feet to the point of beginning.