

RECORDING REQUESTED BY:  
AmeriTitle

When Recorded Mail Document  
To:  
Zions Bancorporation, N.A. dba  
Zions First National Bank  
500 Fifth Street  
Ames, IA 50010

File Number: 393268AM

Space Above This Line for Recorders Use Only

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made October 14th, 2020, by **Family Ranch LLC** owner of the land hereinafter described and hereinafter referred to as "Owner", and **Abiding Place Ministries**, present lessee and holder of the leasehold estate created by the lease hereinafter described and hereinafter referred to as "Lessee";

WITNESSETH

THAT WHEREAS, **Family Ranch LLC**, as lessor, executed a written lease dated December 14<sup>th</sup>, 2015, covering:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

in favor of **Family Ranch LLC**; lessor, pursuant to the above described unrecorded lease;

WHEREAS, Owner has WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of **\$1,330,000.00**, dated 10/20/20, in favor of **Zions Bancorporation, N.A. dba Zions First National Bank, its successors and/or assigns**, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Mortgage is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lease above described and to the leasehold estate created thereby; and

WHEREAS, lender is willing to make said loan provided the Mortgage securing the same is a lien or charge upon the above described property prior and superior to the lease above described and to the leasehold estate created thereby and provided that Lessee will specifically and unconditionally subordinate and subject the lease above described and to the leasehold estate created thereby together with all rights and privileges of Lessee thereunder, to the lien or charge of the Mortgage in favor of Lender; and

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WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Lessee is willing that the Mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lease above described and to the leasehold estate created thereby.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- 1) That said Mortgage securing said Note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lease above described, to the leasehold estate created thereby and to all rights and privileges of Lessee thereunder, and said lease, the leasehold estate created thereby together with all rights and privileges of Lessee thereunder is hereby subjected, and made subordinate, to the lien or charge of the Mortgage in favor of Lender.
- 2) That Lender would not make its loan above described without this Subordination Agreement.
- 3) That this agreement shall be the whole and only agreement with regard to the subjection and subordination of the lease above described and the leasehold estate created thereby together with all rights and privileges of Lessee thereunder to the lien or charge of the Mortgage in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Lease and the Mortgage hereinbefore specifically described, any prior agreement as to such subjection or subordination including, but not limited to, those provisions, if any, contained in the Lease above described, which provide for the subjection or subordination of said lease and the leasehold estate created thereby to a Mortgage or Mortgages.

Lessee declares, agrees and acknowledges that

- a) He consents to and approves (i) all provisions of the Note and Mortgage in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- b) Lender, in making disbursements pursuant to any such agreement, is under no obligation or duty to, nor has Lender represented that it will see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- c) He intentionally and unconditionally waives, relinquishes subjects and subordinates the lease above described, to the leasehold estate created thereby together with all rights and privileges of Lessee thereunder in favor of the lien or charge upon said land of the Mortgage in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment, subjection and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment, subjection and subordination; and

**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 THE IMPROVEMENT OF THE LAND.**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Klamath County:**

Parcels 2 of Final Partition Map #24-92, said Partition being located in Sections 13, 14, 15, 23, 24, 25 and 26 of Township 37 South, Range 15 East, Willamette Meridian, Klamath County, Oregon, and in Section 30, Township 37 South, Range 16 East, Lake County, Willamette Meridian. EXCEPT that certain strip of land 100 feet wide conveyed to Bly Logging Company by Deed recorded July 31, 1929 in Volume 87, page 513, Deed Records of Klamath County, Oregon, and as delineated on the face of said Final Partition Map; AND EXCEPT those portions conveyed to the State of Oregon, by and through its Department of Transportation by Warranty Deed recorded August 8, 1995 in Volume M95, page 20941, Microfilm Records of Klamath County, Oregon:

Parcels 1 and 3 of Land Partition 18-13, a replat of Parcel 1 of Land Partition #12-12, located in the Southwest 1/4 of Section 13, the South 1/2 of Section 14, the South 1/2 of Section 15, the North 1/2 and Southeast 1/4 of Section 23, the North 1/2 of Section 24, and the Northeast 1/4 of Section 26, Township 37 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon as recorded on January 17, 2014 in instrument 2014-000434, records of Klamath County, Oregon,

Parcels 1 and 2 of Land Partition 36-14, a replat of Parcel 2 of Land Partition #18-13 and Parcel 1 of Land Partition #24-92, located in the Southwest 1/4 of Section 13, the South 1/2 of Section 14, the North 1/2 of Section 23, Section 24, the North 1/2 of Section 25, Township 37 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon as recorded on March 22, 2016 in instrument 2016-002980, records of Klamath County, Oregon. EXCEPT that portion of said Parcel 1 lying in Lake County, Oregon:

**Lake County:**

In the County of Lake, State of Oregon, as follows:

Township 37 South, Range 16 East of the Willamette Meridian.

Section 30: Government Lots 2 and 3;

The SE1/4 of the NW1/4;

The NE1/4 of the SW1/4; EXCEPTING THEREFROM,

That portion deeded to the State of Oregon, by and through its Department of Transportation, highway Division, recorded August 23, 1988 in Book 210 at Page 143 and recorded August 2, 1995, in Book 230 at page 128, Lake County Deed Records, Oregon

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(ALL SIGNATURES MUST BE ACKNOWLEDGED)

WITH RESPECT THERETO.  
(CLTA SUBORDINATION FORM "D")

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


OWNER  
  
Family Ranch LLC

State of Oregon  
County of Klamath

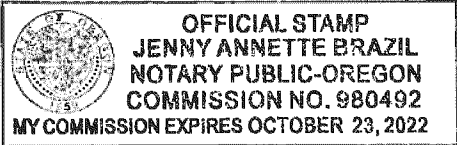
On 10/20/2020 before me, Jenny Annette Brazil a Notary Public, personally appeared Daniel Spitzbergen who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature   
Name: Jenny Annette Brazil  
(typed or printed)

(Seal)



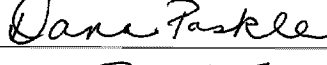
LESSEE:  
  
Robert White, CFO of Abiding Place Ministries

State of CA  
County of SAN DIEGO

On 10/16/2020 before me, DANA PASKLE a Notary Public, personally appeared ROBERT WHITE who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature   
Name: DANA PASKLE  
(typed or printed)

(Seal)

