2020-013792

Klamath County, Oregon 10/26/2020 12:30:00 PM

Fee: \$97.00

This space is provided for the recorders use

WHEN RECORDED RETURN TO:

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

67609436 - JEGYJX SUBORDINATION AGREEMENT

Grantor(s): Rogue Credit Union

Grantee(s): Trevor Oswald and Joey Oswald

Legal Description: Parcel I of Land Partition 58-00, Being Parcel 3 of Land Partition 52-96 and Parel 2 of Major Land Partition 78-83 Situated in the SW1/4 SW14 of Section 28, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

THIS SUBORDINATION AGREEMENT (the "Agreement") dated as of 06/19/2020, is entered into among Rogue Credit Union (the "Creditor"), whose address is 1370 Center Drive, Medford OR 97501, Trevor Oswald and Joey Oswald, (the "Borrower"), whose address is 9231 Tingley Lane, Klamath Falls, OR 97603 and Quicken Loans, LLC ("New Lender"), whose address is 1050 Woodward Ave Detroit, MI 48226.

RECITALS:

- Creditor has extended credit in the amount of Sixty Thousand, Three Hundred Thirty Five Dollars (\$60,335.00) 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. 2019-006887, on 06/19/2019, in the records of Klamath County, Oregon.
- New Lender has made or may make a loan in an amount not to exceed Three Hundred Thirty Four Thousand, Thirty Dollars (\$334,030.00) 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").
- New Lender has required that its security interest in the Property be superior to the security interest of C. 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.

- 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.
- 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.
- Except as otherwise set forth herein, the priority of security interests in the Property shall be governed by applicable law.
- 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.
- 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.

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. 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. Recitals. The Recitals are hereby incorporated herein. CREDITOR: Rogue Credit Union Jun Sherwood

Bi: Jina Sherwood Title: Mortgage Servicing Specialist State of Oregon County of Jackson This instrument was acknowledged before me on 06/19/2020 by Jina Sherwood as Mortgage Servicing Specialist of Rogue Credit Union. OFFICIAL STAMP CONNE LORENE ADAMS NOTARY PUBLIC-OREGON COMMISSION NO. 973189 Notary Public for Oregon Commission No.: 973/89 My Commission Expires: March 25, 2022 MY COMMISSION EXPIRES MARCH 28, 2022 BORROWER: Trevor Oswald BORROWER: Joey Oswald This instrument was acknowledged before me on _ & OFFICIAL STAMP
MARLA MICHELE HANLON-ABEITA
NOTARY PUBLIC-OREGON
COMMISSION NO. 985025 Notary Public for Oregon Commission No.: 985025 My Commission Expires: 3/10/2023 MY COMMISSION EXPIRES MARCH 10, 2023 NEW LENDER: Quicken Loans, LLC Erica m Hell By: Erica H Hill Title: <u>みろろナ</u> DCC

By: Erica M Hill

Title: ASS+ SEC OF MERS

State of Michigan

) ss.

County of Nager

This instrument was acknowledged before me on June 23 of 2020 by Erica M Half

as ASS+ Sec of Mers

of Quicken Loans LLL, 15404

BRIAN ROBINSON
Notary Public, State of Michigan
County of Wayne
My Commission Expires Sep. 11, 2026
Acting in the County of Wayne

Notary Public for Oregon Mr. 445 co (BD)
Commission No.:
My Commission Expires: 9/11/26

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
Gina Sherwood Title: Mortgage Servicing Specialist
State of Oregon)) ss. County of Jackson)
This instrument was acknowledged before me on <u>06/19/2020</u> by Jina Sherwood as Mortgage Servicing Specialist of Rogue Credit Union.
OFFICIAL STAMP CONNIE LORENE ADAMS NOTARY PUBLIC-OREGON COMMISSION NO. 973189 MY COMMISSION EXPIRES MARCH 28, 2022 NY COMMISSION EXPIRES MARCH 28, 2022 CONTROL LORGON Notary Public for Oregon Commission No.: 973/89 My Commission Expires: March 28, 2022
BORROWER: Trevor Oswald BORROWER: Joey Oswald
State of
This instrument was acknowledged before me on by
Notary Public for Oregon Commission No.: My Commission Expires:
NEW LENDER: Quicken Loans, LLC
Erica M Hill By: Erica H HILL Title: ASST SEC OF MERS
State of Michigan) ss. County of Mayor)
This instrument was acknowledged before me on June 23 rd 2020 by Erics a 14r1
as Asst sec. of MERS of Quicken Loans LLC, 15404
BRIAN ROBINSON Notary Public, State of Michigan County of Wayne My Commission Expires Sep. 11, 2026 Acting in the County of Wayne

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): R884333

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

PARCEL 1 OF LAND PARTITION 58-00, BEING PARCEL 3 OF LAND PARTITION 52-96 AND PARCEL 2 OF MAJOR LAND PARTITION 78-83 SITUATED IN THE SW1/4 SW1/4 OF SECTION 28, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

Commonly known as: 9231 Tingley Lane, Klamath Falls, OR 97603-9569

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