

After recording return to:  
Diversified Financial  
14010 FNP PKWY Ste. 400  
Ondana NE 98154

2021-000978

Klamath County, Oregon

01/21/2021 11:18:01 AM

Fee: \$107.00

  
MTC 126518

## SUBORDINATION AGREEMENT Concurrent with Deed of Trust

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

THIS AGREEMENT is made Jan. 19 2021, by and among Edgewood Ranch, Inc., an Oregon corporation, (hereafter, "UCC Debtor"), Lauren M. Jespersen and Molly M. Jespersen, a married couple, owner of the real property and other property described in the Lender's Deed of Trust (collectively "Property") (hereafter "Owner"), Umpqua Bank, present owner and holder of the deed of trust and note hereinafter described (hereafter "Lender"), and Diversified Financial Services, LLC, present owner and holder of the UCC Financing Statement and Retail Installment Contract hereinafter described (hereafter, "Personal Property Lender")

WITNESSETH:

THAT WHEREAS, UCC Debtor has executed a UCC Financing Statement to Personal Property Lender, as "Secured Party," encumbering the following described personal property (the "Personal Property Collateral"):

**1 NEW 2020 MODEL 7000 VALLEY 4 TOWER PIVOT 802' S/N 11381019, NEW GOULDS 12CHC 60 HP TURBINE PUMP, 60HP DANFOSS VARIABLE FREQUENCY DRIVE, NEW 1340' OF 6" PVC PIPE, 2040' OF 8" PVC PIPE, 600' OF 4" PVC PIPE, 2040' OF #4 AL. W/2 #12 WIRE, MISC. VALVES AND FITTINGS**

which Personal Property Collateral is physically located on the real property described as

**SECTION 14 TOWNSHIP 39 SOUTH RANGE 10 EAST, PARCEL 3910-01400-00903 KLAMATH COUNTY, OREGON ("Property")**

to secure a Retail Installment Contract, in favor of Personal Property Lender, as Secured Party, which UCC Financing Statement was recorded as Document No. 2020-005022 records of Klamath County, Oregon: and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$36,700 dated January 15, 2021, in favor of Lender, payable with interest and upon the terms and conditions described therein, which deed of trust is also to be recorded concurrently herewith ("Lender's Deed of Trust"), and which Lender's Deed of Trust provides for a 1<sup>st</sup> position security interest in the Property and

WHEREAS, it is a condition precedent to obtaining the loan from Lender that Lender's Deed of Trust shall unconditionally be and remain at all times a first position lien or charge upon the

107.

Property, but, shall, for the benefit of Personal Property Lender be a 2<sup>nd</sup> position lien on the Personal Property Collateral only, after and secondary to the Personal Property Lender's interest in the Personal Property Collateral through its UCC Financing statement; and

WHEREAS, Lender is willing to make the loan provided Lender's Deed of Trust is a lien or charge upon the Property prior and superior to the lien or charge of the UCC Financing Statement first above mentioned and provided that Personal Property Lender will specifically and unconditionally subordinate the lien or charge of the UCC Financing Statement first above mentioned to Lender's Deed of Trust, excepting in each case the Personal Property Collateral, which Lender is willing to subordinate to the lien or charge of the UCC Financing Statement to the extent of the Personal Property Collateral only; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner and Lender is therefore willing that Lender's Deed of Trust shall, when recorded, constitute a lien or charge upon the Property in First Position, which is unconditionally prior and superior to the lien or charge of the UCC Financing Statement first above mentioned, however, as said Lender's Deed of Trust relates to the Personal Property Collateral, said Deed of Trust shall, when recorded, constitute a lien or charged upon the Personal Property Collateral in Second Position.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lender to make the above described loan, the undersigned hereby declare, understand and agree as follows:

(1) That Lender's Deed of Trust, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the Property, prior and superior to the lien or charge of the UCC Financing Statement above mentioned as it relates to the Property, excepting only, said Lender's Deed of Trust, and any renewals or extensions thereof shall unconditionally be and remain at all times as a secondary lien or charge on the Personal Property Collateral, after and secondary to the lien or charge of the UCC Financing Statement above mentioned.

(2) That Lender would not make the above described loan without this Subordination Agreement.

(3) That this Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the UCC Financing Statement first above mentioned to the lien or charge of the Lender's Deed of Trust and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the UCC Financing Statement first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

(4) That Personal Property Lender shall maintain the Purchase Money Interest and 1<sup>st</sup> lien position regarding the Personal Property Collateral.

Personal Property Lender further declares, agrees and acknowledges that:

(a) It consents to 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 any such agreement shall not defeat the subordination herein made in whole or in part;

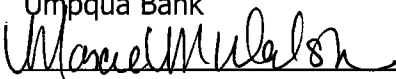
(c) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the UCC Financing Statement first above mentioned as it relates to all Property, excepting only the Personal Property Collateral, in favor of the Lender's Deed of Trust and understands that in reliance upon and in consideration of this waiver, relinquishment 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 and subordination; and

(d) It is understood and agreed, that the Lender shall have a first position lien on all Property except for the Personal Property Collateral.

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 PURPOSES OTHER THAN IMPROVEMENT OF THE PERSONAL PROPERTY.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES HEREIN CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

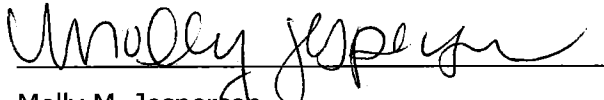
LENDER:

Umpqua Bank  
  
Marcie Walsh, VP Closing Manager

OWNER:

  
Lauren M. Jespersen


OWNER:

  
Molly M. Jespersen

Diversified Financial Services, LLC

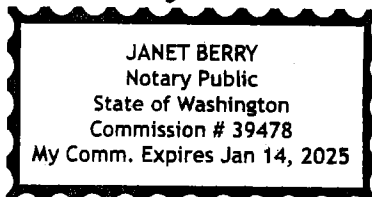
  
Jeffrey E. Focht, President


Edgewood Ranch, Inc.

  
Lauren M. Jespersen, President

State of Washington }  
~~Oregon~~ } ss.  
 County of Clallam }

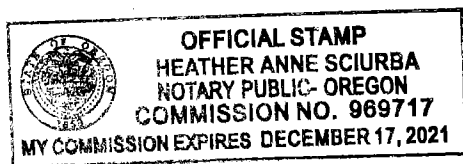
The foregoing instrument was acknowledged before me this 19 day of January, 2021, by Marcie Walsh, Closing Manager of Umpqua Bank




  
 NOTARY PUBLIC  
 My commission expires: 01-14-2025

[illegible]

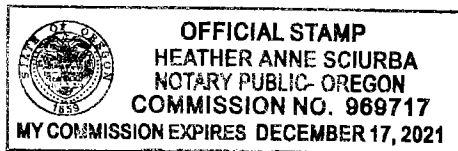
The foregoing instrument was acknowledged before me this 20 day of Jun, 2021,  
by Lauren M. Jespersen



  
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: Dec 17 2021

State of [Oregon] }  
 } ss.  
County of [Klamath] }

The foregoing instrument was acknowledged before me this 20 day of Jan, 2021,  
by Lauren M. Jespersen



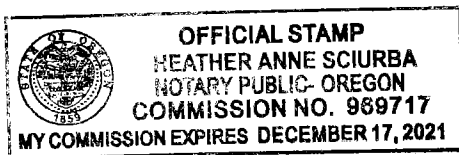
*[Signature]*

NOTARY PUBLIC

My commission expires: Dec 17 2021

State of [Oregon] }  
 } ss.  
County of [Klamath] }

The foregoing instrument was acknowledged before me this 20 day of Jan, 2021,  
by Molly M. Jespersen



*[Signature]*

NOTARY PUBLIC

My commission expires: Dec 17 2021

State of [Oregon] }  
 } ss.  
County of [Klamath] }

The foregoing instrument was acknowledged before me this [ ] day of [ ], 20[ ],  
by Larry Jespersen, President, Edgewood Ranch, Inc.

NOTARY PUBLIC

My commission expires:

State of [Nebraska]     }  
                                      } ss.  
County of [Douglas]     }

The foregoing instrument was acknowledged before me this [13<sup>th</sup>] day of [Jan.], 20[21],  
by Jeffrey E. Focht, President of Diversified Financial Services LLC.

Kelly M. Struck.  
NOTARY PUBLIC

My commission expires: 10/20/2022

