

2021-001071

Klamath County, Oregon

01/25/2021 08:51:01 AM

Fee: \$122.00

**SNDA**

This instrument prepared by  
and after recording return to:  
Tammy Harper  
Dollar General Corporation  
100 Mission Ridge  
Goodlettsville, TN 37072

Dollar General Store No. 21342  
Klamath Falls, Oregon

**SUBORDINATION, ATTORNMENT AND  
NON-DISTURBANCE AGREEMENT**

This Subordination, Attornment and Non-Disturbance Agreement ("Agreement") made to be effective this 22 day of JANUARY, 2021, by and between DG Retail, LLC, a Tennessee limited liability company ("Tenant"), and, Federal Credit Union, it's participants, endorsees, successors, and assigns, ("Mortgagee").

**STATEMENT OF PURPOSE**

1. Mortgagee is the holder of a deed of trust, dated JAN 22, 2021 ("Mortgage") on the real estate described on Exhibit A attached hereto and incorporated herein by reference, which Mortgage is recorded in the Office of the Clerk of Klamath County, Oregon. Document 2021-001058
2. Tenant and Klamath Falls BTS Retail, LLC, ("Landlord") have entered into that certain lease dated June 27, 2019, (the "Lease").
3. Tenant and Mortgagee desire to confirm their understanding with respect to the Lease and the Mortgage.

## AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants and agreements, together with \$1.00 and other valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged by the parties, Mortgagee and Tenant hereby agree and covenant as follows:

1. The Lease shall be subject and subordinate to the Mortgage and to all renewals, modifications or extensions thereof.
2. Provided Tenant is not in material default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of its terms, covenants or conditions of the Lease to be performed by Tenant, (i) Tenant's rights and privileges under the Lease shall not be diminished or interfered with by Mortgagee; (ii) Tenant's occupancy of the Demised Premises shall not be disturbed by Mortgagee for any reason whatsoever during the Lease term; (iii) Mortgagee shall not in any manner disaffirm the Lease; and (iv) Tenant shall not be named a party to any foreclosure proceeding unless required by state law.
3. If the interests of Landlord are transferred to Mortgagee by reason of foreclosure or other proceedings brought by Mortgagee and Mortgagee succeeds to the interest of Landlord under the Lease, Tenant shall be bound to Mortgagee under all of the terms, covenants and conditions of the Lease for the balance of the Lease Term with the same force and effect as if Mortgagee were Landlord under the Lease, and Tenant does hereby attorn to Mortgagee as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Mortgagee succeeding to the interest of Landlord under the Lease. Tenant shall be under no obligation to pay rent to Mortgagee until Tenant receives written notice from Mortgagee that it has succeeded to the interest of Landlord under the Lease. Tenant may rely on such written notice and begin paying rent to Mortgagee without taking further action and Tenant shall incur no liability to Landlord in the event Tenant relies in good faith on such written notice to begin rent payments to Mortgagee. The respective rights and obligations of Tenant and Mortgagee upon such attornment (including, but not limited to, the disposition of fire insurance proceeds and/or condemnation awards), to the extent of the then remaining balance of the Lease Term shall be and are the same as set forth in the Lease, it being the intention of the parties to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth herein.

4. If Mortgagee succeeds to the interest of Landlord under the Lease, Mortgagee shall assume Landlord's obligations under the Lease and be bound to Tenant under all terms, covenants and conditions of the Lease, and Tenant shall, from and after Mortgagee's succession to the interest of Landlord under the Lease, have the same remedies against Mortgagee for the breach of any provision contained in the Lease after the date of Mortgagee's succession to the interest of Landlord under the Lease that Tenant might have had under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord.
5. All notices, consents and other communications pursuant to the provisions of this Agreement shall be given and deemed to have been properly served if delivered in writing (i) by certified mail, (ii) by a nationally recognized overnight courier providing signed proof of delivery or refusal thereof, or (iii) by facsimile; provided that a second copy of such notice is given by another method provided for herein on the date of the facsimile notice. Notices shall addressed as follows:

If to Mortgagee:	FEDERAL CREDIT UNION, IT'S PARTICIPANTS, ENDORSEES, SUCCESSORS, AND ASSIGNS TRUSTONE FINANCIAL CREDIT UNION 14601 27 <sup>TH</sup> AVE. N., SUITE 104 PLYMOUTH, MN 55447
ATTN:	
If to Tenant:	DG RETAIL, LLC. 100 MISSION RIDGE GOODLETTSVILLE, TN 37072
ATTN:	DIRECTOR OF LEASE COMPLIANCE AND RENEWALS
with a copy to:	DG RETAIL, LLC. 100 MISSION RIDGE GOODLETTSVILLE, TN 37072
ATTN:	GENERAL COUNSEL FACSIMILE: (615) 855-4663 TELEPHONE: (615) 855-4000

Date of service of a notice served by mail shall be the date which is three (3) days after the date on which such notice is deposited in a post office of the United States Post Office Department, certified mail, return receipt requested. Date of service by any other method shall be the date of receipt. Each party may designate a change of address by notice to the other party, given at least fifteen (15) days before such change of address is to become effective. Final execution and delivery of this Agreement is in the State of Tennessee and shall be construed in accordance with the laws of the state where the Demised Premises are located, notwithstanding its conflict of laws provisions.

6. The Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect, to the Mortgage and to any and all renewals, modifications and extensions, but any and all such renewals, modifications and extensions shall nevertheless be subject to and entitled to the benefits of the terms of this Agreement.
7. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by both parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.
8. Capitalized terms not defined herein shall have the definitions given them in the Lease.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Agreement to be duly executed on the dates shown hereinafter below.

DATE: January 14, 2021

TENANT: DG RETAIL, LLC.

Witness Signature:

Vena Bridgeman

BY:

Dana Francis

NAME: DANA FRANCIS

Witness Print:

Vena Bridgeman

ITS: DIRECTOR OF LEASE COMPLIANCE  
AND RENEWALS

Witness Signature:

Tammi Wright

Witness Print:

Tammi Wright

DATE: \_\_\_\_\_

MORTGAGEE: FEDERAL CREDIT UNION,  
it's participants, endorsees, successors, and assigns

Witness Signature:

\_\_\_\_\_

BY:

\_\_\_\_\_

Witness Print:

\_\_\_\_\_

NAME:

\_\_\_\_\_

Witness Signature:

\_\_\_\_\_

ITS:

\_\_\_\_\_

Witness Print:

\_\_\_\_\_

STATE OF TENNESSEE    )  
                                  ) SS  
COUNTY OF DAVIDSON    )

Before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Dana Francis with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged herself to be the Director of Lease Compliance and Renewals of DG Retail, LLC, a Tennessee limited liability company, and that she as Director of Lease Compliance and Renewals, being authorized to do so, executed the Subordination, Attornment and Non-Disturbance Agreement for the purpose therein contained, by signing the name of the corporation by herself as such Director of Lease Compliance and Renewals as her own free act and deed.

Witness my hand, at office this 14<sup>th</sup> day of January, 2021.



Tammy Harper  
Notary Public

My commission: 7/9/2024

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Agreement to be duly executed on the dates shown hereinafter below.

DATE: January 14, 2021

TENANT: DG RETAIL, LLC.

Witness Signature:

Verna Bridgman

BY:

Dana Francis

NAME: DANA FRANCIS

Witness Print:

Verna Bridgman

ITS: DIRECTOR OF LEASE COMPLIANCE  
AND RENEWALS

Witness Signature:

Tammi Wright

Witness Print:

Tammi Wright

DATE: 1-20-2021

MORTGAGEE: FEDERAL CREDIT UNION,  
it's participants, endorsees, successors, and assigns

Witness Signature:

Paula Gbhard

BY:

Elia Griffith

Witness Print:

Paula Gbhard

NAME: ELIA GRIFFITH

Witness Signature:

Nancy Cha

ITS:

VP COMMERCIAL LENDING

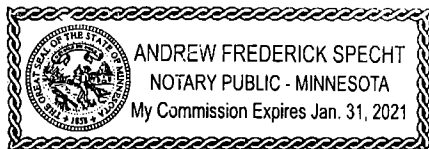
Witness Print:

Nancy Cha

STATE OF Minnesota )  
 ) SS  
COUNTY OF Ramsey )

I, the undersigned authority, a Notary Public in and for said State and County,  
hereby certify that Elia Griffith, whose name as  
VP of Trustore Financial, is  
signed to the foregoing instrument, and who is known to me, acknowledged before me on this day  
that, being informed of the contents of the above and foregoing instrument, he as such officer and  
with full authority, executed the same voluntarily for and as the act of said

Given under my hand and seal this 20th day of January, 2021.



Andrew Frederick Specht  
Notary Public

My commission expires: January 31st, 2021



**Exhibit "A "**

Beginning at a point 528 feet East of an iron pin driven into the ground just inside the fence corner at the Southwest corner of the Northwest 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, on the property of Otis V. Saylor being the Southwest corner of said property abutting on the Dalles-California Highway; thence North 330 feet; thence East 132 feet; thence South 330 feet; thence West 132 feet to the point of beginning.

Beginning at a point 462 feet East of an iron pin driven into the ground just inside of the fence corner at the Southwest corner of Northwest 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian on the property of Otis V. Saylor, being the Southwest corner of said property abutting on the Dalles-California Highway; thence North 330 feet to a point; thence East 66 feet to a point; thence South 330 feet to a point; thence West 66 feet to the point of beginning.

SAVING AND EXCEPTING therefrom any portion lying within the highway right of way as contained in Warranty Deed recorded June 23, 1964 in Volume 354, Page 75, Deed records of Klamath County, Oregon.

ALSO SAVING AND EXCEPTING THEREFROM all that portion in favor of the State of Oregon, by and through its Department of Transportation by Stipulated General Judgment, Case No. 1301596CV, recorded January 14, 2014, Instrument No. 2014-000339.