

2021-009989

Klamath County, Oregon

06/28/2021 08:46:00 AM

Fee: \$97.00

WHEN RECORDED RETURN TO:

**UMPQUA BANK – Loan Support
PO BOX 2125, Spokane, WA 99210-2125
OR
707 W. Main Street, 6th Floor
Spokane, WA 99201**

SUBORDINATION AGREEMENT

- 67940634-6230774
1. **UMPQUA BANK** referred to herein as "subordinator", is the owner and holder of a deed of trust dated **August 27, 2019** which is recorded on **September 18, 2019** in the amount of **\$50,500.00** under auditor's file No **2019-010834**, records of **Klamath County** executed by **Bethanie Leistikow and Kelly David Leistikow**.
 2. **Quicken Loans, LLC** referred to herein as "lender" is the owner and holder of the deed of trust dated _____, in the principal amount of up to **\$203,550.00** together with interest on such indebtedness according to the terms of the Note executed by _____ under auditor's file No. _____, records of **Klamath County** (which is to be recorded concurrently herewith).
 3. _____, referred to herein as "owner," is the owner of all the real property described in the deed of trust identified above in Paragraph 2.
 4. In consideration of benefits to "subordinator" from "owner", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its deed of trust and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of the deed of trust identified in Paragraph 1 above to the lien of "lender's" deed of trust identified in Paragraph 2 above, and all advances or charges made or accruing hereunder, including any extension or renewal thereof.
 5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" deed of trust, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its deed of trust or see to the application of "lender's" deed of trust funds, and any application or use of such funds for purposes other than those provided for in such deed of trust, note or agreements shall not defeat the subordination herein made in whole or in part.

6. It is understood by the parties hereto that "lender" would not make the loan secured by the deed of trust in Paragraph 2 without this agreement.

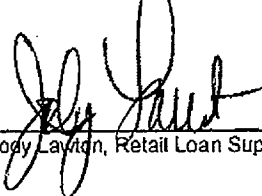
7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to a deed of trust or deeds of trust to be thereafter executed.


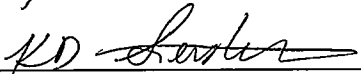
8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement.

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

Executed: September 4, 2020

UMPQUA BANK


Jody Layton, Retail Loan Support Services Manager

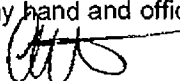

Bethanie Leistikow

Kelly David Leistikow

ACKNOWLEDGMENT – Corporate

STATE OF WASHINGTON
COUNTY OF SPOKANE

On **September 4, 2020**, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Jody Lawton** known to me to be the **Retail Loan Support Services Manager** of UMPQUA BANK, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument

Witness my hand and official seal hereto affixed the day and year first above written



Notary Public in and for the State of
Washington, residing at Spokane Co.
My appointment expires Aug 23, 2023

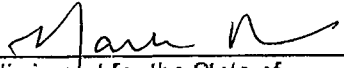
COURTNEY WHITE
Notary Public
State of Washington
Commission # 209470
My Comm. Expires Aug 23, 2023

ACKNOWLEDGMENT – Individual

STATE OF Oregon
COUNTY OF Klamath

On this day personally appeared before me MARLA MICHELE HANLON-ABEITA
Bethanne Leistikow & Kelly David Leistikow to me known
to be the individual(s) described in and who executed the within and foregoing instrument, and
acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29 day of September, 2022



Notary Public in and for the State of Oregon,
residing at Klamath Co.
My appointment expires 3/10/2023

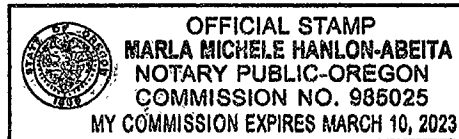


EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 3909-001CC-01100, R509140

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

THE NORTHERLY 95.67 FEET OF TRACTS NO. 20 AND NO. 21 IN HOMELAND TRACTS NO. 2.

Commonly known as: 2641 Madison St, Klamath Falls, OR 97603-6955

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