

MTC 468898AM

After recording return to:
Klamath Tribes Housing Dept.
PO Box 436
Chiloquin, OR 97624

2021-011921

Klamath County, Oregon

08/05/2021 09:11:00 AM

Fee: \$97.00

**Klamath Tribes Housing Department
Limited Waiver of Sovereign Immunity (LWSI) and
Subordination Agreement**

**Between
Klamath Tribes Housing Department and Axia Financial LLC.**

This Limited Waiver of Sovereign Immunity and Subordination Agreement ("Contract") is entered into between Klamath Tribes Housing Department ("KTHD") and Axia Financial LLC as an amendment to the KTHD's Mortgage Agreement with Jeremy Snider and Jaymie Torggrimson dated 07/30/2018 and recorded 08/03/2018 under instrument number 2018-009247, records of Klamath County, OR. This Contract is limited to its terms only, and does not replace or supersede any provision of KTHD's Mortgage Agreement on the property, except and only to the extent so specified herein.

1. The Klamath Tribes Housing Department (hereinafter "the KTHD") as an arm and instrumentality of the Klamath Tribes possesses sovereign immunity from suit, which immunity is hereby expressly asserted.
2. The Klamath Tribes for and on behalf of KTHD hereby grants a limited waiver of KTHD's sovereign immunity (LWSI) from unconsented suit, exclusively for the limited purpose of permitting actions against the KTHD arising under the mortgage and subordination agreement for specific performance, injunctive relief, or declaratory judgment as set out in Oregon State foreclosure law and related rules of civil procedure. Such a waiver shall be narrowly construed and limited to the terms set out herein.
 - a. Parties: The LWSI extends only to Axia Financial LLC including successors and assigns of the Mortgage or Subordination Agreement but applies to no other parties, including third party beneficiaries.
 - b. Claims: The purpose of this LWSI is to ensure functioning of the foreclosure process through the Subordination Agreement and KTHD's position as a secondary mortgagor, whether under a mortgage or deed of trust. These limited purposes include the KTHD's express and irrevocable waiver for service of process, foreclosure, foreclosure judgment, foreclosure sale, execution of judgement, and attachment in aid of execution of judgment. This LWSI does not include any other actions, such as, for example, action sin tort, actions for breach of contract, actions based on Oregon or federal laws that are not related to Oregon foreclosure law and process. Further, the waiver only applies to claims for equitable or declaratory relief and does not extend to any claims for damages.
 - c. Choice of Law: This LWSI applies to Oregon foreclosure laws exclusively, and related rules of civil procedure. The KTHD does not waive its sovereign immunity regarding any other laws of the State of Oregon.

- d. Forum: This LWSI covers all courts of competent jurisdiction, which shall include Oregon state courts of competent jurisdiction, and federal courts of competent jurisdiction. This LWSI does not limit the jurisdiction of the Klamath Tribes over all other potential legal claims related to this property that are unrelated to the property's foreclosure.
 - e. Relief: This LWSI does not include any action seeking relief based on monetary damages or the enforcement of a money judgment against the Klamath Tribes' assets or property interests, wherever those assets or property interests are located geographically.
- 3. Notwithstanding anything to the contrary in the Mortgage or Subordination Agreement, the parties agree that this LWSI constitutes a limited waiver of KTHD's sovereign immunity solely for the purposes of enforcing the provisions of the Subordination Agreement and the underlying Mortgage and not a general or complete waiver of sovereign immunity. The KTHD agrees that this Limited Waiver applies to actions against it for specific performance, and declaratory or injunctive relief with respect to all obligations of the KTHD under the Mortgage and/or the Subordination Agreement.
 - 4. This limited waiver of KTHD's sovereign immunity expressly does not include a waiver for judgment involving monetary damages, punitive damages, exemplary damages or attorney's fees.
 - 5. This limited waiver does not allow any actions, claims or awards to be brought or enforced against the Klamath Tribes or the individual members of the Klamath Tribes Tribal Council, or any officers, attorneys, employees, agents, or any other person or entity associated or affiliated with the KTHD or the Klamath Tribes.
 - 6. Axia Financial is in the process of securing a new loan in the amount of \$134,000.
 - 7. This waiver is intended for the benefit of Axia Financial LLC only, and no other party may claim any rights under this LWSI, except for its successors and assigns to the Subordination Agreement and the underlying Mortgage.
 - 8. The Klamath Tribes represent that the Tribal Council is the elected governmental body of the Klamath Tribes and that the Tribal Council has met and approved this LWSI. The Klamath Tribes further represent that Tribal Council has the authority to grant this LWSI.
 - 9. This LWSI expires upon completion of the foreclosure process under the underlying mortgage

Klamath Tribes

Name: Don Gentry

Title: Tribal Chairman

Don Gentry 7/22/21
Signature/Date

Axia Financial LLC

Name: Ron Gupp

Title: General Counsel

[Signature]
Signature/Date

Subscribed and sworn to before me this 22 day of July 2021

Brandi Rae Hatcher
Notary Public for State of Oregon

My Commission expires: 7-29-2022



(Seal)

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.

State of Washington
County of King

On July 14, 2021, before me,
Rebecca Dowling (here insert name and title of the officer),
personally appeared Ron Gapp

_____, 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 Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rebecca Dowling
Rebecca Dowling (NOTARY)

(SEAL)

