



2021-014754  
Klamath County, Oregon  
09/29/2021 01:54:01 PM  
Fee: \$92.00

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WHEN RECORDED RETURN TO:

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

SUBORDINATION AGREEMENT

Grantor(s): Rogue Credit Union

Grantee(s): Victor Knill and Kylie Knill, as tenants by the entirety

Legal Description: See Exhibit A

THIS SUBORDINATION AGREEMENT (the "Agreement") dated as of September 16, 2021, is entered into among Rogue Credit Union (the "Creditor"), whose address is 1370 Center Drive, Medford OR 97501, Victor Knill and Kylie Knill, as tenants by the entirety, (the "Borrower"), whose address is 727 Hillside Avenue, Klamath Falls, OR 97601 and Caliber Home Loans ("New Lender"), whose address is 1525 S Beltline Rd. Coppell, TX 75019.

RECITALS:

A. Creditor has extended credit in the amount of Forty Five Thousand Dollars (\$45,000.00) 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. 2020-006966, on 06/08/2020, in the records of Klamath County, Oregon.

B. New Lender has made or may make a loan in an amount not to exceed Three Hundred Forty Thousand Dollars (\$340,000.00) 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").

C. New Lender has required that its security interest in the Property be superior to the security interest of 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.**

a. 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.

b. 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.

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

2. **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.

3. **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.

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.

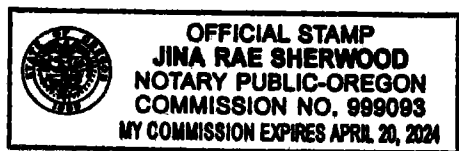
**CREDITOR:** Rogue Credit Union

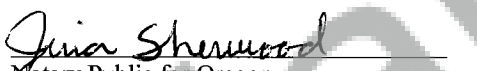


By: Sean Roland  
Title: Mortgage Servicing Specialist

State of Oregon )  
 ) ss.  
County of Jackson )

This instrument was acknowledged before me on September 16, 2021, by Sean Roland as Mortgage Servicing Specialist of Rogue Credit Union.



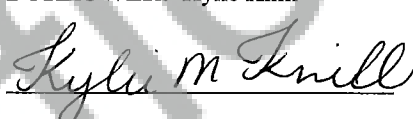
  
Notary Public for Oregon  
Commission No.: 999093  
My Commission Expires: 4/20/2024

**BORROWER:** Victor Knill

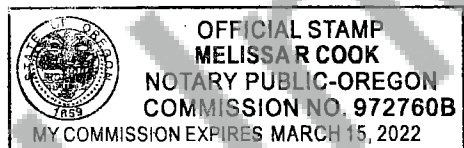



State of Oregon )  
County of Klamath ) ss.

**BORROWER:** Kylie Knill



This instrument was acknowledged before me on 9/24/2021 by Victor Knill & Kylie Knill



  
Notary Public for Oregon  
Commission No.: 972760B  
My Commission Expires: 3/15/22

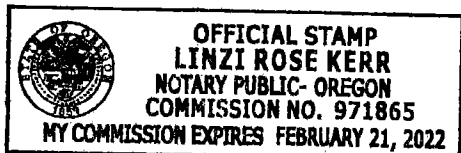
**NEW LENDER:** Caliber Home Loans



By: Sharon A. Swanson  
Title: Branch Mgr.

State of Oregon )  
County of Klamath ) ss.

This instrument was acknowledged before me on September 21, 2021 by Sharon A Swanson  
as Branch mgr of Caliber Home Loans




  
Notary Public for Oregon  
Commission No.: 971865  
My Commission Expires: Feb 21, 2022

Exhibit A

THE FOLLOWING DESCRIBED REAL PROPERTY: LOT 5 OF LOMA LINDA HEIGHTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON. TOGETHER WITH AN UNDIVIDED ONE-HALF INTEREST AS TO A PORTION OF LOT 6, LOMA LINDA HEIGHTS, CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON, BEING A GEOTHERMAL WELL SITE, BEING A SQUARE PARCEL THREE FEET BY THREE FEET, THE CENTER POINT OF WHICH IS SITUATED 25 FEET NORTHEASTERLY AT THE RIGHT ANGLES FROM THE NORTHEASTERLY LINE OF HILLSIDE AVENUE, AND 4.5 FEET SOUTHEASTERLY AT RIGHT ANGLES FROM A LINE BETWEEN LOTS 5 AND 6 OF SAID LOMA LINDA HEIGHTS, SUBJECT TO ALL RIGHTS, TITLE AND INTEREST AS DISCLOSED BY EASEMENT AGREEMENT RECORDED IN VOLUME M81, PAGE 8225-8228, DEED RECORDS OF KLAMATH COUNTY, OREGON.  
PARCEL NO.: 218464