

2021-018165

Klamath County, Oregon

12/07/2021 01:14:01 PM

Fee: \$102.00

WHEN RECORDED RETURN TO:

COMMUNITY 1ST CREDIT UNION
955 ROSS LOOP
DUPONT, WA 98327

This space provided for Recorder's Use

SUBORDINATION AGREEMENT

Grantor(s): Creditor: Community 1st Credit Union
Borrower: ANDREA M FENNER AND PATRICK E FENNER
Grantee(s): New Lender: FLAGSTAR BANK, FSB ISAOA/ATIMA

Abbreviated Legal Description: EWAUNA HEIGHTS, BLOCK 6, LOT 3 & 4 & POR 5 ALSO POR VAC ALLEY
ADJ FOR COMPLETE LEGAL DESCRIPTION REFER TO SALE INSTRUMENT #0011-4370 SALE DATE:
02/09/2011 REC DATE: 04/04/2011

Assessor's Property Tax Parcel or Account No.: R74579, ALT PARCEL 3809E32BD00300

THIS SUBORDINATION AGREEMENT (the "Agreement") dated as of November 8, 2021, is entered into among COMMUNITY 1ST CREDIT UNION (the "Creditor"), whose address is PO Box 870 DuPont, WA 98327, ANDREA M FENNER AND PATRICK E FENNER ("Borrower"), whose address is 219 HIGH ST KLAMATH FALLS, OR 97601, FLAGSTAR BANK, FSB ISAOA/ATIMA, (the "New Lender"), whose address is 5151 CORPORATE DR TROY, MICHIGAN 48098.

RECITALS:

A. Creditor has extended credit in the amount of \$27,727.00 (our original loan amount) to Borrower (the "Creditor Loan") which is or will be secured by a security agreement executed by Borrower for the benefit of Creditor (together with any amendments, supplements, extensions, renewals or replacements, the "Creditor UCC Fixture Filing") covering the equipment on fixtures situated on the real property described above (the "Real Property"). The Creditor UCC fixture filings was recorded under recording/instrument number 2020-016746, on DECEMBER 22, 2020, in the records of KLAMATH County, State of OREGON.

B. New Lender has made or may make a loan in the amount NOT TO EXCEED \$123,000.00 (new loan amount) to Borrower ("New Lender Loan"), which will be secured by a deed of trust, recorded under Auditor's File Number 2021-018137 of Klamath county 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").

OR21103013

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 Fixture Filing, 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 as set forth above, 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 UCC Fixture Filing shall extend to, include, and be enforceable by any transferee or endorsee of the Creditor UCC Fixture Filing or the Creditor Loan.

6. Recitals. The Recitals are hereby incorporated herein.

***** REMAINDER OF PAGE LEFT INTENTIONALLY BLANK *****

CREDITOR: COMMUNITY 1ST CREDIT UNION

By: Jennifer O'Gorman
Print: JENNIFER O'GORMAN
Title: DIRECTOR OF LENDING

BORROWERS:

Andrea M. Fenner
ANDREA M FENNER

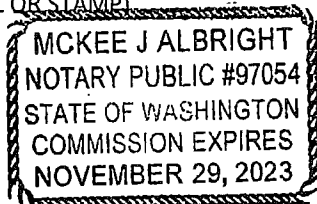
Patrick E Fenner
PATRICK E FENNER

CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that **JENNIFER O'GORMAN** is the person who appeared before me, and said person acknowledged that **SHE** signed this instrument, on oath state that **SHE** was authorized to execute the instrument and acknowledged it as the **DIRECTOR OF LENDING** of **COMMUNITY 1ST CREDIT UNION** to the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(SEAL OR STAMP)



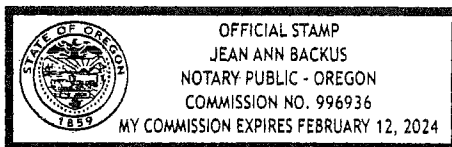
NOV. 8, 2021
Dated McKee J. Albright
Signature NOTARY
Title NOV. 29, 2023
My Appointment Expires

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) ss.
COUNTY OF Klamath)

I certify that I know or have satisfactory evidence that Andrea M. Fenner is the person who appeared before me, and who executed the within and foregoing instrument, and acknowledged that he/~~she~~/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL OR STAMP)



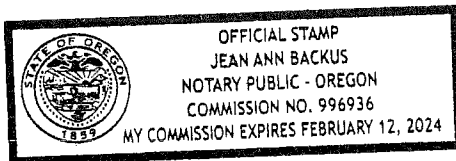
December 02, 2021
Dated Jean Ann Backus
Signature Jean Ann Backus, Notary Public - State of Oregon
Title February 12, 2024
My Appointment Expires

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) ss.
COUNTY OF Klamath)

I certify that I know or have satisfactory evidence that Patrick E. Fenner is the person who appeared before me, and who executed the within and foregoing instrument, and acknowledged that he/~~she~~/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL OR STAMP)



December 02, 2021
Dated Jean Ann Backus
Signature Jean Ann Backus, Notary Public - State of Oregon
Title February 12, 2024
My Appointment Expires