

**2022-005699****Klamath County, Oregon**

05/04/2022 01:45:01 PM

Fee: \$92.00

Commitment Number: 29698047

After Recording Return To:
ServiceLink
1355 Cherrington Parkway
Moon Township, PA 15108

New Lender Address:
26642 Towne Centre Drive, Foothill Ranch, CA 92610

SUBORDINATION OF DEED OF TRUST

This Subordination of Deed of Trust is made as of the March 14, 2022 by **Klamath Tribes Housing Department** ("Subordinating Lender"), under the following circumstances:

A. Subordinating Lender is the holder of a Deed of Trust (the "Existing Deed of Trust") executed by **Danai S. Erickson and James B. Flowers** ("Borrower"), in favor of Subordinating Lender in the amount of \$30,000.00, recorded May 25, 2018 at Instrument #2018-006405, the Public Records of Klamath County, Oregon, which is a lien on the real estate described below (the "Property").

Lot 6 in Block 89, Buena Vista Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.
Property Address: 1505 California Ave., Klamath Falls, OR 97601

B. Lender, **Loandepot.com, LLC ISAOA/ATIMA** will be making a loan secured by a Deed of Trust, in the maximum principal amount of \$108,000.00 (One Hundred Eight Thousand

RECORD CONCURRENTLY

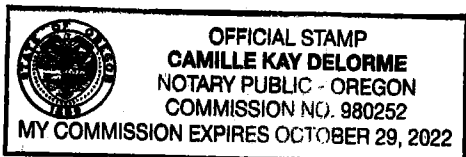
Dollars and Zero Cents), to **Danai S. Erickson and James B. Flowers** as Borrower, and ("New Deed of Trust"), which will be a lien on the Property.

C. As part of the consideration for Lender's agreement to make the loan secured by the New Deed of Trust, and to induce Lender to make that loan, Subordinating Lender has agreed to subordinate the lien of the Existing Deed of Trust to the lien of the New Deed of Trust, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, Subordinating Lender and Lender agree as follows:

1. Subordinating Lender hereby subordinates the lien of the Existing Deed of Trust to the lien of the New Deed of Trust; however, this subordination shall not otherwise affect the validity or priority of the Existing Deed of Trust.
2. This Subordination Agreement is made on the understanding that Subordinating Lender shall not be responsible for any of the obligations of Borrower contained in or secured by the New Deed of Trust.
3. This Subordination Agreement shall be binding upon and inure to the benefit of Lender and Subordinating Lender and their respective successors and assigns.

Executed this 14TH day of MARCH, 2022



Klamath Tribes Housing Department

By: Randee Shd
Its: Housing Director

STATE OF OREGON

COUNTY OF KLAMATH

The foregoing instrument was acknowledged before me this 14TH day of MARCH, 2022 by Randee Shepherd, the Director of Klamath Tribes Housing Department, for and on its behalf.

Camille Kay Delorme
Notary Public

This instrument prepared by:

Jay A. Rosenberg, Esq., Member Oregon Bar, Rosenberg LPA LLC, Attorneys At Law, 101 South Reid Street, Suite 307, Sioux Falls, South Dakota 57103 (513) 247-9605 Fax: (866) 611-0170.