

**2024-004320**

**Klamath County, Oregon**

**05/30/2024 01:52:02 PM**

**Fee: \$137.00**

**COVERSHEET**

After recording return to:  
Stancorp Mortgage Investors LLC  
10265 NE Tanasbourne Drive  
Hillsboro, OR 97124  
LN #C4031406  
Parcel 525989

All tax statements should be sent to:  
No Change

**1. Document Title**

Subordination, Non-Disturbance and Attornment Agreement

**2. Lessee**

George Eric Mills, dba: BodyWorks Physical Therapy & Sports Rehab, LLC

**3. Lessor**

Sadakah Enterprise, LLC

**4. Lender**

Standard Insurance Company

**First American Title NCS-1181606-OR1**

WHEN RECORDED MAIL TO:  
**STANCORP MORTGAGE INVESTORS, LLC**  
10265 NE Tanasbourne Drive  
HILLSBORO, OR 97124

ATTN: CLOSING DEPT., T3A

Prepared by **Leo Prado**  
SIC Loan No. **C4031406**  
Parcel Identification Number 525989

**SUBORDINATION, NONDISTURBANCE, AND**  
**ATTORNMEN AGREEMENT**

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR INTERESTS IN THE PROPERTY BECOMING SUBJECT TO AND OF A LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT is dated as of 4-23-24.

**RECITALS:**

A. The undersigned Lessee, whose address is 3051 S. 6<sup>th</sup> St., Klamath Falls, OR 97603, and Lessor, whose address is 1727 NE 13<sup>th</sup> AVE \*, are parties to a lease dated **December 02, 2011**, defined below, which lease covers part or all of the real property (the "Property") described on Exhibit "A" attached hereto. \*Portland OR 97212

B. **Standard Insurance Company, an Oregon corporation** ("Lender") has agreed to make a loan (the "Loan") to Lessor and others, as applicable ("Borrower"), evidenced or secured by a Note, Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated MAY 17, 2024 on the Property and by such other security instruments as Lender may require of even date herewith (collectively, the "Security Instruments").

C. As a condition precedent to Lender's disbursement of Loan proceeds, Lender has required that Lessee (i) subordinates the Lease and Lessee's interest in the Property in all respects to the liens of the Security Instruments, if any, securing Lender's other interests in the Property, and (ii) agrees that it will attorn to Lender as a successor Lessor under the Lease.

D. In return for the subordination and attornment, Lender is agreeable to not disturbing Lessee's possession of the Property under the Lease on the terms set forth below.

**AGREEMENT:**

NOW, to induce Lender to make the Loan and in consideration of the promises made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lessee and Lessor, it is agreed as follows:

1. Subordination. The Lease, including but not limited to any rights of first purchase, whether by offer, negotiation and/or refusal and/or purchase options contained therein, and Lessee's leasehold estate and any other interests created thereby and any renewals, extensions, amendments or modifications (collectively, the "Lease"), are completely and unconditionally subject and subordinate to the liens of the Security Instruments, including all Loan advances made or to be made, and to any extensions, additional advances and/or modifications.

2. Lessee Not To Be Disturbed. So long as Lessee is not in default (beyond any applicable Lease notice and cure periods, if any) ("Default") in the payment of rents or in the performance of any of the other terms of the Lease on Lessee's part to be performed (collectively, the "Lessee Obligations"), Lessee's possession of the Property under the Lease and Lessee's rights and privileges under the Lease, will not be diminished or interfered with by Lender, and Lessee's occupancy of the Property will not be disturbed by Lender during the Lease term.

3. Lessee Not To Be Joined In Foreclosure. So long as Lessee is not in Default under any Lessee Obligations, Lender will not join Lessee as a defendant in any action or proceeding foreclosing the Security Instruments unless such joinder is necessary to foreclose the Security Instruments and then only for such purpose and not to terminate the Lease.

4. Lessee To Attorn To Lender. If the interests of Lessor are transferred to and owned by Lender by foreclosure or otherwise, and Lender succeeds to the interest of the Lessor under the Lease, Lessee will be bound to Lender under the Lease for the balance of the term thereof remaining including any extensions or renewals, with the same force and effect as if Lender were the Lessor under the Lease. Lessee attorns to Lender as its Lessor, said attornment to be effective upon Lender succeeding to the interest of the Lessor under the Lease without the execution of any further instrument, provided that, except as described in the next paragraph, Lessee will not be obligated to pay rent to Lender, as Lessor until Lessee receives written notice from Lender that it has succeeded to the interest of the Lessor under the Lease. The respective rights and obligations of Lessee and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, will be and are the same as now set forth therein; it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference.

5. Lease Payments to Lender. Receipt of Lender's notice will be the only condition to Lessee making payments to Lender or at Lender's direction. Lessor irrevocably authorizes Lessee to make payments to Lender or at Lender's direction. Lessor releases and discharges Lessee from liability for making such payments. Lessor indemnifies Lessee and Lender from all loss, cost, liability, claim, damage and expense (including reasonable attorney fees and costs, whether at pre-trial, at trial, on appeal, discretionary review and/or bankruptcy) that Lessee or Lender may incur as a result any challenge to Lender's notice or Lessee's payment to Lender or at Lender's direction.

6. Exercise of Rights Under Loan Documents Not Lease Default. The undersigned represents to Lender that the exercise by Lender of its rights and remedies under the Loan Documents, including without limitation its rights of foreclosure, will not constitute a default under the Lease.

7. Lender Not Bound By Subsequent Lessor/Lessee Acts. If Lender succeeds to the interests of Lessor under the Lease, Lender will not be (a) liable for any act or omission of any prior lessor (including Lessor), which accrued prior to the date Lender takes title to the Property, unless such act or omission continues after Lender (i) took title to the Property, (ii) received written

notice of such act or omission, and (iii) failed to commence and continue cure within thirty (30) days, (b) subject to any offsets or defenses which Lessee might have against any prior lessor (including Lessor), in the Lease, if any, (c) bound by any rent or additional rent which Lessee might have paid for more than one month in advance of the then current installment, except for any monthly escrows required to be paid under the Lease, if any, for operating expenses, insurance and real estate taxes which are subject to annual reconciliation, (d) bound by any Lease termination, cancellation or any material amendment or modification of the Lease made without Lender's prior written consent, or (e) liable for any security or other deposits paid by Lessee, or any predecessor in interest to Lessee, to any Lessor, and which are not actually received by Lender. For purposes of this paragraph, the term "material" refers to changes that would increase Lessor's obligations under the Lease, financial or otherwise, or decrease Lessee's obligations under the Lease, whether financial or otherwise.

8. Waiver. Lessee waives notice and agrees that Lender may, without notice to or consent of Lessee, upon terms as Lender may deem advisable, without releasing or discharging Lessee from this Subordination Agreement or affecting the lien or priority of the Security Instruments, release, exchange, or modify any obligation secured by the Security Instruments and/or settle or compromise any claim with respect to the Loan.

9. Successors and Assigns. This Agreement is binding upon the parties and their heirs, executors, administrators, representatives, successors and assigns, including each lessee and lessor under the Lease or any other person having an interest therein and will inure to the benefit of Lender and its successors and assigns.

10. Choice of Law. The law of the state in which the Property is located will govern the validity, interpretation, construction, and performance of this Agreement. The parties irrevocably submit to the jurisdiction of any state or federal court in the State where the Property is located in any action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement, and waive any claim that such forum is an inconvenient forum.

11. Captions and Headings. The captions and headings in this Agreement are for convenience and not to be construed as confining or limiting the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular includes the plural, the plural includes the singular, and the masculine, feminine and neuter are freely interchangeable.

12. Notices. All notices required or permitted under this Agreement will be in writing and may be delivered by hand or a nationally recognized overnight courier service, or mailed by first class registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

**If to Lessee:**

George Eric Mills, dba: BodyWorks Physical  
Therapy, Orthopedic & Sports Rehab, LLC,  
an Oregon limited liability company  
3051 South 6<sup>th</sup> St.  
Klamath Falls OR  
97603

**If to Lessor:**

Sadakah Enterprise, LLC,  
an Oregon limited liability company

1727 NE 13<sup>th</sup> Ave  
Portland OR 97212

**If to Lender:**

Standard Insurance Company  
Attn: Loan Closing, T3A  
10265 NE Tanasbourne Drive  
Hillsboro, OR 97124

Changes in the respective addresses to which such notices will be directed may be made from time to time by either party by notice to the other party given at least ten (10) days before such change of address is to become effective. Notices given by mail in accordance with this provision will be deemed to have been given three (3) days after the date of dispatch; notices given by any other means will be deemed to have been given when received.

**13. Severability and Counterparts.** In the event any one or more of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement will be signed in counterpart signature and notary pages all of which when taken together will constitute one Agreement.

**IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE UNDERSIGNED CONSULT WITH ITS ATTORNEYS WITH RESPECT THERETO.**

**SIGNATURES ON THE FOLLOWING PAGES**

**LESSEE:**

George Eric Mills, dba: BodyWorks Physical  
Therapy, Orthopedic & Sports Rehab, LLC,  
an Oregon limited liability company

By: George Eric Mills

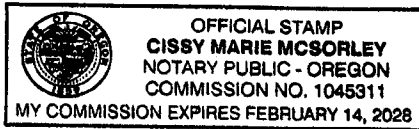
Title: Owner / Managing Member

**ACKNOWLEDGMENTS FOR EACH LESSEE MUST BE ATTACHED IN  
SIZE AND FORM AS REQUIRED BY STATE LAW.**

STATE OF Oregon )  
County of Klamath ) ss.:

The foregoing instrument was personally acknowledged before me this 23<sup>rd</sup> day of April, 2024, by George Eric Mills  
[as lessee of 3051 S. 6<sup>th</sup> St Klamath Falls Oregon]

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Name: Cissy Marie McSorley  
Notary Public for the State of Oregon  
My Commission Expires: 02-14-2028

(NOTARY SEAL)

Personally Known \_\_\_\_\_ OR ☒ Produced Identification D.L.  
Type of Identification Produced Drivers License Oregon

**SIGNATURES CONTINUED ON THE FOLLOWING PAGES**

**LESSOR:**

SADAKAH ENTERPRISE, LLC,  
an Oregon limited liability company

By: 

Dany Sadakah, Managing Member

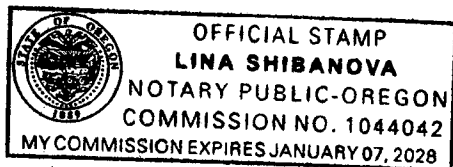
**ACKNOWLEDGMENTS FOR EACH LESSOR MUST BE ATTACHED IN  
SIZE AND FORM AS REQUIRED BY STATE LAW.**

**SIGNATURES CONTINUED ON THE FOLLOWING PAGE**

STATE OF Oregon )  
County of MULTNOMAH )ss.

This instrument was acknowledged before me on this 28 day of MAY, 2024  
by LANY SADAKAH as MEMBER of SADAKAH  
ENTERPRISE, LLC on behalf of said entity.

Lina Shibanova



Notary Public for Oregon

My commission expires: JAN 7, 2028




**LENDER:**

Standard Insurance Company,  
an Oregon corporation

L.P. By:   
Name: Jesse Levin  
Title: Second Vice President

**ATTEST:**

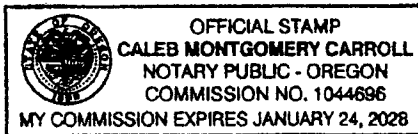
By:   
Name: Paul Freese  
Title: Senior Director  
Stan Corp Mortgage Investors, LLC


**ACKNOWLEDGMENTS FOR EACH LENDER MUST BE ATTACHED IN  
SIZE AND FORM AS REQUIRED BY STATE LAW.**

STATE OF OREGON                     )  
  ) ss:  
COUNTY OF WASHINGTON         )

On this 20<sup>th</sup> day of May, 2024, before me, Caleb Montgomery Carroll, appeared JESSE LEVIN and PAUL FREESE, both to me personally known, who being duly sworn did say that he, the said JESSE LEVIN is the Second Vice President of STANDARD INSURANCE COMPANY, an Oregon corporation, the within named corporation, and that the seal affixed to said document is the corporate seal of said corporation, and that the said document was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he, the said PAUL FREESE is the Senior Director of STANCORP MORTGAGE INVESTORS, LLC, an Oregon limited liability company, as Servicer for STANDARD INSURANCE COMPANY and JESSE LEVIN and PAUL FREESE acknowledged said document to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



  
\_\_\_\_\_  
Caleb Montgomery Carroll  
Notary Public for Oregon  
My Commission Expires: January 24, 2028

**EXHIBIT "A"**  
**LOAN NO. C4031406**

The Land referred to herein below is situated in the County of Klamath, State of Oregon, and is described as follows:

**PARCEL 1:**

A TRACT OF LAND SITUATED IN TRACT 33A, ENTERPRISE TRACTS SUBDIVISION, IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CASED MONUMENT MARKING THE NORTHWEST CORNER OF SAID SECTION 3; THENCE SOUTH 00° 00' 30" EAST ALONG THE WESTERLY BOUNDARY OF SAID SECTION 3, 826.8 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 75 FEET DISTANT AT RIGHT ANGLES NORTHEASTERLY FROM THE CENTERLINE OF SOUTH SIXTH STREET AS THE SAME IS NOW LOCATED AND CONSTRUCTED, SAID PARALLEL BEING ALSO THE NORTHERLY RIGHT OF WAY LINE OF SAID STREET; THENCE SOUTH 55° 52' 30" EAST ALONG SAID PARALLEL LINE 1,741.84 FEET TO A 5/8 INCH IRON PIN MARKING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF AUSTIN STREET WITH THE LOCATION OF SAID POINT BEING IN CONFORMANCE WITH RECORD OF SURVEY NO. 939 FILED IN THE OFFICE OF THE KLAMATH COUNTY SURVEYOR WHICH CONTAINS THE ORIGINAL OWNER'S CERTIFICATION OF ORIGINAL PROPERTY CORNERS; THENCE NORTH 34° 07' 40" EAST AT RIGHT ANGLES TO SAID SOUTH SIXTH STREET AND ALONG THE EASTERLY RIGHT OF WAY LINE OF AUSTIN STREET A DISTANCE OF 250.00 FEET TO A 5/8 INCH IRON PIN WITH ALUMINUM CAP; THENCE SOUTH 55° 52' 30" EAST PARALLEL WITH SOUTH SIXTH STREET A DISTANCE OF 310.00 FEET TO A 5/8 INCH IRON PIN; THENCE SOUTH 34° 07' 30" WEST PARALLEL WITH AUSTIN STREET A DISTANCE OF 250.00 FEET TO A 5/8 INCH IRON PIN ON THE NORTHERLY RIGHT OF WAY LINE OF SOUTH SIXTH STREET; THENCE NORTH 55° 52' 30" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SOUTH SIXTH STREET A DISTANCE OF 310.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

**PARCEL 2:**

A TRACT OF LAND SITUATED IN TRACT 33A, ENTERPRISE TRACTS SUBDIVISION, IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CASED MONUMENT MARKING THE NORTHWEST CORNER OF SAID SECTION 3; THENCE SOUTH 0° 00' 30" EAST ALONG THE WESTERLY BOUNDARY OF SAID SECTION 3, 826.8 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 75 FEET DISTANT AT RIGHT ANGLES NORTHEASTERLY FROM THE CENTERLINE OF SOUTH SIXTH STREET AS THE SAME IS NOW

(Continued on the following page)

LOCATED AND CONSTRUCTED, SAID PARALLEL LINE BEING ALSO THE NORTHERLY RIGHT OF WAY LINE OF SAID STREET; THENCE SOUTH 55° 52' 30" EAST ALONG SAID PARALLEL LINE 1,741.84 FEET TO A 5/8 INCH IRON PIN MARKING A POINT ON THE EASTERLY RIGHT OF WAY LINE AUSTIN STREET WITH THE LOCATION OF SAID POINT BEING IN CONFORMANCE WITH RECORD OF SURVEY NO. 939 FILED IN THE OFFICE OF THE KLAMATH COUNTY SURVEYOR WHICH CONTAINS THE ORIGINAL OWNER'S CERTIFICATION OF ORIGINAL PROPERTY CORNERS; THENCE CONTINUING SOUTH 55° 52' 30" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 310.00 FEET TO A 5/8 INCH IRON PIN MARKING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 34° 07' 30" EAST AT RIGHT ANGLES TO SOUTH SIXTH STREET AND PARALLEL WITH AUSTIN STREET A DISTANCE OF 250.00 FEET TO A 5/8 INCH IRON PIN; THENCE SOUTH 55° 52' 30" EAST PARALLEL WITH SOUTH SIXTH STREET A DISTANCE OF 141.18 FEET TO A 5/8 INCH IRON PIN WITH ALUMINUM CAP ON THE WESTERLY LINE OF THAT PROPERTY DESCRIBED IN VOLUME M68 PAGE 4736, DEED RECORDS OF KLAMATH COUNTY, OREGON; THENCE SOUTH 37° 07' 30" WEST PARALLEL WITH AUSTIN STREET AND ALONG THE WESTERLY LINE OF THE LAST DESCRIBED PROPERTY A DISTANCE OF 250.00 FEET TO A 5/8 INCH IRON PIN ON THE NORTHERLY RIGHT OF WAY LINE OF SOUTH SIXTH STREET, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THE ABOVE DESCRIBED PROPERTY AND FROM WHICH A CROSS CHISELED IN THE CONCRETE SIDEWALK BEARS SOUTH 34° 07' 30" WEST 10.00 FEET; THENCE NORTH 55° 52' 30" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SOUTH SIXTH STREET A DISTANCE OF 141.18 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

NOTE: THIS LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 1, 2008.

PARCEL 3

TOGETHER WITH EASEMENTS AS SET FORTH IN THE FOLLOWING:

AN AGREEMENT RECORDED JULY 26, 1946 IN VOLUME 193, PAGE 63

GRANT OF EASEMENTS WITH COVENANTS AND RESTRICTIONS RECORDED NOVEMBER 8, 1968 IN VOLUME M68, PAGE 9981

GRANT OF EASEMENTS WITH COVENANTS AND RESTRICTIONS RECORDED APRIL 24, 1969 IN VOLUME M69, PAGE 3047