

This document was prepared by:  
**Loan Servicing, Craft3**

**Return to:**  
Craft3  
42 7<sup>th</sup> St., Suite 100  
Astoria, OR 97103

### SUBORDINATION of FINANCING STATEMENT

This Subordination of FINANCING STATEMENT is dated and effective the 26th day of September, 2024 by and among **Craft3**, with its primary office at 42 7<sup>th</sup> St., Suite 100, Astoria, OR 97103 (hereinafter called "SUBORDINATED LENDER"), and **Pacific Crest Credit Union**, with its primary office at **2972 Washburn Way, Klamath Falls OR 97603** (hereinafter called "SUPERIOR LENDER") and **David & Jessica Pinacho** (hereinafter called "OWNER")

WHEREAS, SUBORDINATED LENDER is the holder of a valid FINANCING STATEMENT granted by OWNER covering certain real property owned by OWNER and located in the county of **Klamath** and State of **Oregon** as more fully described as:

**TWP 39 RNGE 9, BLOCK SEC 5, TRACT POR SE4NW4, ACRES 1.19**  
**APN: R532597**

*Commonly known as 2245 Lindley Way, Klamath Falls OR 97601*

and incorporated herein (hereinafter the "PROPERTY") which FINANCING STATEMENT is recorded on **January 8, 2021** in the Recorder's office in the county of **Klamath** in Instrument #**2021-000343** in the amount of **\$156,653.00** (hereinafter the "PRIOR FINANCING STATEMENT"); and

WHEREAS, OWNER has granted SUPERIOR LENDER a DEED OF TRUST on the PROPERTY and SUPERIOR LENDER has or will record a DEED OF TRUST in the Recorder's office of **Klamath** County in an amount not to exceed **\$100,000.00** and

WHEREAS the SUBORDINATED LENDER has agreed to subordinate the PRIOR FINANCING STATEMENT to SUPERIOR LENDER'S DEED OF TRUST.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND and in consideration of \$0.00 (No Dollars) and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Subordination of Lien: The SUBORDINATED LENDER hereby subordinates the PRIOR FINANCING STATEMENT and its lien position in and on the PROPERTY to the SUPERIOR LENDER'S DEED OF TRUST and the lien thereof, as if the SUPERIOR LENDER'S DEED OF TRUST had been recorded first in time to the PRIOR FINANCING STATEMENT and so that all public records will reflect SUPERIOR LENDER'S DEED OF TRUST to be superior in lien to the PRIOR FINANCING STATEMENT.

2. SUPERIOR LENDER will not increase its loan balance over the **\$100,000.00** above stated without the prior written consent of Subordinated Lender.
3. SUPERIOR LENDER shall give the Subordinate Lender notices of monetary and nonmonetary default under the SUPERIOR LENDER Loan.
4. All notices expressly provided hereunder to be given shall be in writing and shall be (i) hand-delivered, effective upon receipt, (ii) sent by United States Express Mail or by private overnight courier, effective upon receipt, or (iii) served by certified mail. Any such notice or demand served by certified mail, return receipt requested, shall be deposited in the United States mail, with postage thereon fully prepaid and addressed to the party so to be served at its address above stated or at such other address of which said party shall have theretofore notified in writing as provided above, the party giving such notice. Service of any such notice or demand so made shall be deemed effective on the day of actual delivery as shown by the addressee's return receipt or the expiration of three (3) business days after the date of mailing, whichever is the earlier in time.
5. **MISCELLANEOUS.** This Agreement shall be governed by the laws of the State of **Oregon** and shall inure to the benefit of and be binding upon the undersigned and their respective FINANCING STATEMENT successors and assigns. Each party waives the right to a jury trial. The provisions of this Agreement are intended solely for the purpose of defining the relative rights of the parties and no relationship of partnership, joint venture, or other joint enterprise shall be deemed to be created hereby by and among the Lenders or any of them. This Agreement shall remain in effect so long as the Loan Documents given remain outstanding. Nothing contained herein is intended to or shall impair the obligations of Borrower, or any other person, to any Lender or to make Borrower a third party beneficiary hereof and no violation of any of the provisions hereof by any Lender shall constitute a defense for, or confer any other rights upon, Borrower. Except as otherwise expressly provided herein, the rights of the parties to enforce the provisions of this Agreement shall not at any time be prejudiced or impaired (i) by any act or failure to act on the part of any of the parties including, without limitation, any forbearance, waiver, consent, compromise, amendment, extension, or renewal with respect to Borrower's obligations to a party or any taking or release of or failure to protect or preserve any property of Borrower or (ii) by noncompliance by Borrower with the terms of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Subordination shall be binding upon and inure to the benefit of the respective heirs, FINANCING STATEMENT successors, and assigns of each party.
6. All alterations of this document after the date of signature must be approved by the subordinated lender by resigning. Any unapproved alterations will render this document null and void.
7. Document must be recorded within 90 days of signature by subordinated lender or become null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement under **Oregon** law, as of the date and year first-above written.

Signatories on following pages

Craft3



By Nathan Turner (print name)

Title VP

State of Oregon }

} SS.

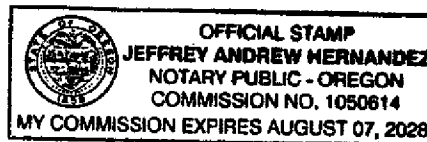
County of Clatsop }

I, Jeffrey A. Hernandez, a Notary Public certify that Nathan Turner personally came before me this day and acknowledged that he/she is VP of Craft3, a non-profit corporation, and that he/she, as VP, being authorized to do so, executed the foregoing on behalf of the corporation. Witness my hand and official seal, this the day of September 27, 2024.

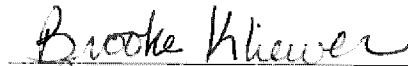


Notary Public

My Commission Expires: 8/7/2028



Pacific Crest Credit Union



By Brooke Kliever (print name)

Title Commercial Lender

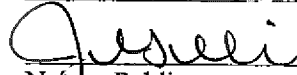
State of Oregon }

} SS.

County of Klamath }

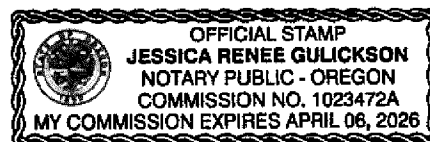
Jessica Renee Gulickson

I, Brooke Kliever, a Notary Public certify that Brooke Kliever personally came before me this day and acknowledged that he/she is Commercial Lender of Pacific Crest Credit Union, a corporation, and that he/she as Commercial Lender, being authorized to do so, executed the foregoing on behalf of the corporation. Witness my hand and official seal, this the day of October 1, 2024.



Notary Public

My Commission Expires: April 6, 2026



David & Jessica Pinacho

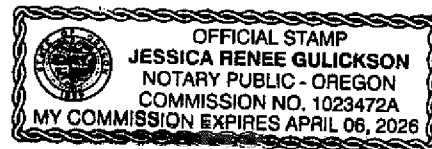
By: David Pinacho

By: Jessica Pinacho

State of Oregon  
} ~~Klamath Co~~ }  
} SS.  
County of Klamath }

I, Jessica Renee Gulickson a Notary Public certify that David & Jessica Pinacho personally came before me this day and acknowledged that ~~he/she~~ <sup>they have</sup> executed this SUBORDINATION of FINANCING STATEMENT as ~~his/her~~ <sup>their</sup> free and voluntary act and deed for the uses and purposes therein mentioned. Witness my hand and official seal, this the day of October 1, 2024.

J. Gulickson  
Notary Public  
My Commission Expires: April 6, 2026



## EXHIBIT A

Parcel 1: A tract of land situated in the S half of the NW quarter of Section 5, Township 39 S, Range 9 East, Willamette Meridian, Klamath County, and more particularly described as follows: beginning at a point which is S 429.0 feet and E 1508.8 feet from the iron pin which marks the SW corner of the NW quarter of the NW quarter of Section 5, Township 39 S, Range 9 E, Willamette Meridian, Thence E 100.0 feet; thence S 125.0 feet; Thence W 100.0 feet; thence North 125.0 feet, more or less, to the Point of Beginning. Parcel 2: A tract of land situated in the S half of the NW quarter of Section 5, Township 39 S, Range 9 E of Willamette Meridian, and more particularly described as follows: beginning at a point which is South 429.0 feet and E 1508.8 feet from the iron pin which marks the SW corner of the NW quarter of the NW quarter of Section 5, Township 39 S, Range 9 E Willamette Meridian; Thence S 125 feet to the true Point of Beginning; thence continued S 96.5 feet; thence E 100 feet, thence N 96.5 feet; thence West 100 feet to the Point of Beginning. Parcel 3: A tract of land situated in the SE quarter of the NW quarter of Section 5, Township 39 S, Range 9 E of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows: beginning at a point which is S 429 feet and E 1420.8 feet from an iron pin which marks the SW corner of the NW quarter of the NW quarter of said section 5; which point is also the intersection of the S line of Lindley Way and the E line of Laurel Street; thence S along the E line of Laurel Street 398 feet to true Point of Beginning; thence E 288 feet; thence N 176.5 feet; thence W 200 feet; thence S 3.5 feet; thence E 32 feet; thence S 154 feet; thence W 120 feet to an iron pin on the E line of Laurel Street; thence S 19 feet to the Point of Beginning. NOTE: This Legal Description was created prior to January 01, 2008.