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AFTER RECORDING RETURN TO: Rogue Credit Union Attn: Mortgage Svc. 1370 Center Dr. Medford, OR 97501

DOCUMENT PREPARED BY: Nayda Cabrera Addition Financial Credit Union 1000 Primera Blvd. Lake Mary, FL 32746 407-896-9411 2025-006841

Klamath County, Oregon 08/05/2025 03:56:02 PM
Fee: \$107.00

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CONSENT AND SUBORDINATION AGREEMENT

THIS CONSENT AND SUBORDINATION AGREEMENT (this "Agreement") is entered into as July 21, 2025 among Addition Financial Credit Union ("AFCU"), Rogue Credit Union, ISAOA ATIMA (the "Mortgage Lender"), and Robert Sheldon III (the "Owner").

RECITALS

The Owner owns the real property located at **4930 SUE DR**, **KLAMATH FALLS**, **OR 97601-9526** (such real property, including all buildings, improvements, structures and fixtures located thereon, shall be hereinafter referred to as the "**Property**"), as more particularly described on Exhibit A attached hereto.

- A. AFCU and the Owner entered into that certain Truth in Lending Disclosure Statement, dated as of April 26, 2022, (the "Loan Agreement"), pursuant to which AFCU provided financing to allow the Owner to purchase solar panels and related equipment described therein installed on the Property (the "System"), and retained a purchase money security interest therein. AFCU caused to be filed on September 29, 2022 in the official records of Klamath County, State of Oregon a Uniform Commercial Code fixture filing, (Recording# 2022-011696) with respect to the System located on the Property (the "Fixture Filing").
- B. The Owner and the Mortgage Lender are contemporaneously herewith entering into a mortgage, not to exceed the amount of \$30,000.00, as of July 21, 2025 with respect to the "Property" (the "Mortgage").
- C. The Owner, AFCU, and the Mortgage Lender desire to confirm their understanding concerning the System, the Fixture Filing, and the Mortgage.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

- 1. AFCU, on behalf of itself and its successors hereby intentionally and unconditionally subordinates any all liens or charges it may have with regard to the Property arising under the Fixture Filing in favor of the Mortgage Lender, and understands that in reliance upon, and in consideration of, this subordination, specific loans and advances are being and will be entered into which would not be made or entered into but for said reliance upon this subordination.
- 2. That this Agreement shall be the whole and only agreement with regard to the subordination of lien or charge of the Fixture Filing to the lien or charge of the Mortgage in favor of the Mortgage Lender and shall supersede any other agreement that would affect the priority between the Mortgage, any prior agreement as to such subordination including but not limited to, those provisions, if any, contained in the Fixture Filing, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

- 3. Notwithstanding the foregoing, nothing described herein shall be construed as causing the System to be deemed a fixture. Nor shall any provision of this Agreement be construed as causing AFCU's ownership interest in the System be deemed a lien on the Property.
- 4. Notwithstanding clause 2 above, nothing herein shall be construed as to cause for AFCU's ownership interest in the System to be subordinated to the Mortgage Lender's security interest in the Property. At all times AFCU will remain first priority interest in the System. Nothing herein shall prevent AFCU from foreclosing on the System and removing it from the Property in a manner that does not cause material damage to the Property.
- 5. This Agreement may be executed in several counterparts, and all such parts shall constitute one agreement, binding all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.
- 6. This Agreement shall be effective and binding upon the parties hereto upon execution by all the parties hereto.
- 7. The parties hereby agree and acknowledge that this document may be recorded in the official records of **Klamath** County.

IN WITNESS WHEREOF, this Agreement is executed as of July 21, 2025.

ADDITION FINANCIAL CREDIT UNION

	By: Name: Erin Ramirez Title: Director Business Operations & Servicing 1000 Primera Blvd. Lake Mary, FL 32746	
[Space Below This Li	ne For Acknowledgement]	
STATE OF FLORIDA)		
) SS COUNTY OF SEMINOLE)		
The foregoing instrument was acknowledged	before me by means of:	
☑ Physical Presence-OR-☑ Online Notarization		
This day of Mon	y	
Name of Person Acknowledging		
NAYDA CABRERA Notary Public - State of Florida Commission # HH 284457 My Comm. Expires Jul 5, 2026	Signature of Notary Public - State of Florida Nayda Cabrera	
(Place Notary Seal Stamp Above)	Name of Notary Typed, Printed or Stamped	
☑ Personally Known☐ Produced Identification		
Type of Identification Produced:		

[SIGNATURE PAGE TO CONSENT AND SUBORDINATION; ADDITIONAL SIGNATURES CONTINUED ON NEXT PAGE]

Name: _ Title:

MORTGAGE LENDER

Name of Notary Typed, Printed or Stamped

Title: Notary Public

STATE OF Oregon	
state of <u>Oregon</u> county of <u>Klamath</u>	
satisfactory evidence to be the individual(s) vinstrument and acknowledged to me that	before me, the undersigned, said state, personally appeared ally known to me or proved to me on the basis whose name(s) is (are) subscribed to the within the/she/they executed the same in his/her/their tures(s) on the instrument, the individual(s), or acted, executed the instrument.
	Signature of Notary Public
OFFICIAL STAMP JULIE MARIE VANLEUVEN NOTARY PUBLIC-OREGON COMMISSION NO. 1042200 MY COMMISSION EXPIRES OCTOBER 30, 2027	JulieVanleuven

[SIGNATURE PAGE TO CONSENT AND SUBORDINATION; ADDITIONAL SIGNATURES CONTINUED ON NEXT PAGE]

Branna R. Sheldan + Robert W. Shelf

OFFICIAL STAMP
EMILY JEAN COE
NOTARY PUBLIC-OREGON

COMMISSION NO. 1016938 MY COMMISSION EXPIRES SEPTEMBER 27, 2025

	OWNER:
	By: Branna R. Sheldon Name: Branna R. Sheldon
	By: Robert W5heldon III
STATE OF ORLAND COUNTY OF Klaman	
satisfactory evidence to be the individual(s) instrument and acknowledged to me that I	before me, the undersigned, said state, personally appeared fally known to me or proved to me on the basis whose name(s) is (are) subscribed to the within ne/she/they executed the same in his/her/their tures(s) on the instrument, the individual(s), or acted, executed the instrument.
	Signature of Notary Public
OFFICIAL STAMP	

Name of Notary Typed, Printed or Stamped

Title: Notary Public

EXHIBIT A

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE COUNTY OF KLAMATH AND STATE OF OREGON FREE OF ENCUMBRANCES EXCEPT AS SPECIFICALLY SET FORTH HEREIN: LOT 4, BLOCK 3, TRACT NO. 1203, COUNTY VILLAGE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

PROPERTY ADDRESS: 4930 SUE DR KLAMATH FALLS OR 97601 KLAMATH

PARCEL ID: R697400