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Vol M05 Page 54314

State of Oregon, County of Klamath
Recorded 07/15/05 10:54 m
Vol M05 Pg 54314-17
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4

AFTER RECORDING RETURN TO:
Washington Federal Savings
Bend Office
2715 E Highway 20
Bend OR 97701
Attention: _____

Loan Number 117 207 305610-8
Title Company _____
Order Number _____

SHORT FORM DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made July 8th, 2005 BETWEEN
HARBORVIEW, LLC., AN OREGON LIMITED LIABILITY COMPANY

_____ as Grantor/Trustor
("Borrower"), whose address is 61573 ORION DR, BEND OR 97702 ;
and CHICAGO TITLE INSURANCE COMPANY OF OREGON as Trustee,
whose address is _____ ,
and WASHINGTON FEDERAL SAVINGS, a United States Corporation, as Beneficiary ("Lender"), whose address is
300 Ellsworth SW, Albany, Oregon 97321

Borrower hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale according to Oregon law, all Borrower's estate, right, title, interest, claim and demand, now owned or hereafter acquired, in and to the following described property in KLAMATH County, Oregon (the "Property", which term shall include all or any part of the Property, any improvements thereon and all the property described in Paragraph 2 of the Master Form Deed of Trust hereinafter referred to):

"AS PER ATTACHED EXHIBIT "A," AND BY THIS REFERENCE INCORPORATED HEREIN";

TOGETHER WITH all the tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in any way appertaining, leases and other agreements for the use and occupancy pertaining thereto, and the rents, issues and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Lender to collect and apply such rents, issues and profits.

This Security Instrument shall constitute a security agreement under the Uniform Commercial Code of Oregon between Borrower as debtor and Lender as secured party. Borrower grants a security interest to Lender in any of the Property which is personal property and also grants a security interest in the property described in Paragraph 3 of the Master Form Deed of Trust hereinafter referred to, now owned or hereafter acquired by Borrower (the Property, as defined above, and the property described in said Paragraph 3 are hereafter collectively referred to as the "Collateral").

Borrower's Initials KCT
PST

20.0

THIS SECURITY INSTRUMENT IS FOR THE PURPOSE OF SECURING the following:

54315

(a) Payment of the sum of

TWO MILLION THREE HUNDRED THOUSAND AND NO/100S

DOLLARS

(\$2,300,000.00), with interest thereon according to the terms of a promissory note of even date herewith, payable to Lender or order and made by Borrower (the "Note", which term shall include all notes evidencing the indebtedness secured by this Security Instrument, including all renewals, modifications or extensions thereof);

b) Payment of any further sums advanced or loaned by Lender to Borrower, or any of its successors or assigns, if (1) the Note or other writing evidencing the future advance or loan specifically states that it is secured by this Security Instrument, or (2) the advance, including costs and expenses incurred by Lender, is made pursuant to this Security Instrument or any other documents executed by Borrower evidencing, securing, or relating to the Note and/or the Collateral, whether executed prior to, contemporaneously with, or subsequent to this Security Instrument (this Security Instrument, the Note and such other documents, including any construction loan, land loan or other loan agreement, are hereinafter collectively referred to as the "Loan Documents"), together with interest thereon at the rate set forth in the Note unless otherwise specified in the Loan Documents or agreed to in writing;

c) Performance of each agreement, term and condition set forth or incorporated by reference in the Loan Documents, including without limitation the loan agreement of even date herewith, which are incorporated herein by reference or contained herein.

THE MATURITY DATE OF THESE SECURED OBLIGATIONS, AS CONTAINED IN THE LOAN DOCUMENTS, INCLUDING THE NOTE, IS July 8th, 2007

By executing and delivering this Security Instrument and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 69 inclusive of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Borrower hereby makes said covenants and agrees to fully perform all of said provisions. The Master Form Deed of Trust above referred to was recorded on the dates below shown, in the Official Records of the offices of the County Clerk, Director of Records & Elections or County Recorders of the following counties in the State of Oregon according to the enumerated recordation designations appearing below after the name of each county, to wit:

COUNTY	BOOK, REEL OR VOLUME	FILE OR PAGE NO(S)	DOCUMENT, MICROFILM RECORDING, FEE OR INSTRUMENT NO.	DATE OF RECORDING
BAKER			95 41 142	October 11, 1995
BENTON			M-204576-95	October 11, 1995
CLACKAMAS			95-062934	October 12, 1995
CLATSOP	883	111-122	9508232	October 11, 1995
COLUMBIA			95-08045	October 11, 1995
COOS			95-10-0399	October 11, 1995
CROOK	[Miscellaneous]		123668	October 11, 1995
CURRY			95-04705	October 11, 1995
DESCHUTES	387	1624-1635	95-35475	October 11, 1995
DOUGLAS	1374	356-367	95-19086	October 11, 1995
GILLIAM			M-21-466	October 11, 1995
GRANT	[Mtgs.]		952016	October 11, 1995
HARNEY	[Mortgage]		951702	October 11, 1995
HOOD RIVER	[Misc.]		952916	October 11, 1995
JACKSON			95-28821	October 11, 1995
JEFFERSON	[Mortgages]		954079	October 11, 1995
JOSEPHINE	186	1451-1462	95-17287	October 11, 1995
KLAMATH	M95(Mortgages)	27493-27504		October 11, 1995
LAKE	103 (Mortgages) Reel 23 File 0264	735-747	085234	October 12, 1995
LANE	[2103R]		95-57405	October 11, 1995
LINCOLN	307	0598-0609	6143169	October 11, 1995
LINN	0769	232-243		October 13, 1995
MALHEUR			95-6739	October 11, 1995
MARION	1266	340	Control #1266340	October 12, 1995
MORROW			M-46247	October 11, 1995
MULTNOMAH			95-125312	October 12, 1995
POLK	308	0644-0655	405767	October 11, 1995
SHERMAN	[Microfilm Mortgage Records]		950261	October 11, 1995
TILLAMOOK	373	164	95345657	October 16, 1995
UMATILLA	278	1450-1462	95-211270	October 11, 1995
UNION			161472	October 11, 1995
WALLOWA			95-29697	October 11, 1995
WASCO			953920	October 11, 1995
WASHINGTON			95073856	October 11, 1995
WHEELER	[Mortgages]		950381	October 12, 1995
YAMHILL			199513500	October 11, 1995

A copy of such Master Form Deed of Trust has been furnished to the person executing this Security Instrument, and by executing this Security Instrument the Borrower acknowledges having received such Master Form Deed of Trust.

The Property which is the subject of this Security Instrument is not used principally or primarily for agricultural or farming purposes.

The undersigned Borrower requests that a copy of any Notice of Default and of any Notice of Sale hereunder, as required by Oregon law in case of non-judicial foreclosure of a deed of trust, be mailed to Borrower at Borrower's address as hereinabove set forth.

Borrower agrees to obtain all insurance required from time to time by Lender and as elsewhere provided in the Loan Documents, including flood insurance. If Borrower fails to maintain such insurance satisfactory to the Lender, Lender may make the payment on behalf of the Borrower and any sums expended shall be added to principal and bear interest at the rate provided in the Note.

If the box preceding any of the following statements contains an "X", that statement is a part of this Security Instrument. If the box is not so checked, the corresponding statement is not part of this Security Instrument.

- ☐ Paragraph 49 of the Master Form Deed of Trust (which refers to the existence, if any, of an adjustable rate feature in the Note) is hereby deleted.
- ☒ The Note secured hereby evidences a construction loan or land loan but is not a combination Note. Paragraph 53 of the Master Form Deed of Trust is hereby deleted.
- ☐ The Note secured hereby is a combination construction loan/permanent loan Note. Refer to paragraph 53 of the Master Form Deed of Trust.
- ☐ The Property or a part thereof is a Condominium. Refer to paragraph 50 of the Master Form Deed of Trust.
- ☐ A fee owner and a leasehold owner of the Property, or a portion thereof, have executed this Security Instrument. Refer to paragraph 51 of the Master Form Deed of Trust
- ☐ The Property or a part thereof is a leasehold estate. Refer to paragraph 52 of the Master Form Deed of Trust.
- ☐ See also Schedule "A" of this Short Form Deed of Trust, attached hereto and incorporated herein by this reference.

WITNESS the hand(s) and seal(s) of the Borrower, and each of them if more than one, on the day and year first above written.

HARBORVIEW, LLC

☒ Kenneth E Thomas member
KENNETH E THOMAS, MEMBER

☒ Peter Taylor member
PETER TAYLOR, MEMBER

STATE OF Oregon)
COUNTY OF Klamath) ss.
I certify that I know or have satisfactory evidence that Kenneth E. Thomas Member of Harborview, LLC, an Oregon limited liability company
[Name(s) of person(s)]
is/~~are~~ the person(s) who appeared before me, and said person(s) acknowledged that (he/~~she~~/they) signed this instrument and acknowledged it to be (his/~~her~~/their) free and voluntary act for the uses and purposes mentioned in the instrument.
Dated: 7/12/2005
(Seal or Stamp)
(Signature)
Notary Public in and for the State of Oregon,
residing at Klamath County, Oregon
My commission expires 11/16/2007

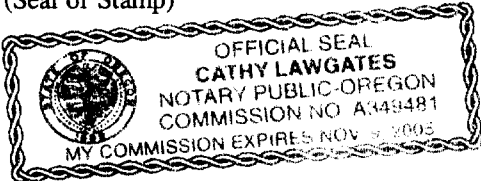
STATE OF Oregon)
COUNTY OF Deschutes) ss.
I certify that I know or have satisfactory evidence that Kenneth E. Thomas Member of Harborview LLC, & Peter Taylor, Member of Harborview, LLC an Oregon Limited Liab. Co.
[Name(s) of person(s)]
is/~~are~~ the person(s) who appeared before me, and said person(s) acknowledged that (he/~~she~~/they) signed this instrument, on oath stated that (he/~~she~~/they) was/~~was~~ authorized to execute the instrument and acknowledged it as the Members
(Type of Authority, e.g., Officer, Trustee)
of Harborview LLC, an Oregon Limited Liability Co.
(Name of the Party on Behalf of Whom the Instrument was Executed)
to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.
Dated: 7/13/15
(Seal or Stamp)

(Signature)
Notary Public in and for the State of Oregon,
residing at Bend, OR
My commission expires 11/9/15

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situated in Government Lot 2, Section 18, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the 2" iron pipe that marks the center 1/4 corner of said Section 18, which point is also the Southeast corner of First Addition to Terminal City, according to the official plat thereof on file in the office of the Klamath County Clerk; thence South $01^{\circ} 33' 39''$ West 1348.74 feet to a 3/4" rebar with a 2" aluminum cap stamped "LS 993" at the Southeast corner of Government Lot 2 of said Section 18; thence North $88^{\circ} 32' 08''$ West 46.31 feet along the South line of said Lot 2 to its intersection with the Easterly right of way line of the Dalles-California Highway 97; thence along said Easterly right of way line of the following eight courses; North $51^{\circ} 28' 40''$ West 13.91 feet; thence North $29^{\circ} 29' 38''$ West 271.15 feet; thence North $44^{\circ} 43' 52''$ West 520.28 feet; thence North $32^{\circ} 42' 24''$ East 145.70 feet; thence North $03^{\circ} 41' 59''$ West 145.58 feet; thence North $35^{\circ} 05' 46''$ West 239.30 feet; thence North $49^{\circ} 38' 25''$ West 136.40 feet; thence North $12^{\circ} 54' 07''$ West 203.57 feet to a point on the North line of said Government Lot 2, said line also being the South line of First Addition to Terminal City; thence South $88^{\circ} 45' 12''$ East a distance of 811.41 feet to the POINT OF BEGINNING. Basis of bearings is grid North, based upon the Oregon Coordinate System of 1983, South Zone.

Tax Account No: 3809-01800-00700-000

Key No: 430830