

RECORDING COVER SHEET (Please print or type)

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2012-007590

Klamath County, Oregon



00121033201200075900190196

07/11/2012 11:22:41 AM

Fee: \$127.00

After recording return to: ORS 205.234(1)(c)

Brent G. Summers

Tarlow Naito & Summers, LLP

150 SW Harrison St., Suite 200

Portland OR 97201

1. Title(s) of the transaction(s)

ORS 205.234(1)(a)

Subordination Agreement

2. Direct party(ies) / grantor(s)

Name(s) & Address(es)

ORS 205.234(1)(b)

MEINH, LLC, 7767 SW Cirrus Drive, Beaverton OR 97008

Pioneer Industries, Inc., 7767 SW Cirrus Drive, Beaverton OR 97008

The Mortgage Exchange, Inc., 7767 SW Cirrus Drive, Beaverton OR 97008

Pacific Northwest Development Corporation, 7767 SW Cirrus Drive, Beaverton OR 97008

3. Indirect party(ies) / grantee(s)

Name(s) & Address(es)

ORS 205.234(1)(b)

Columbia Community Bank, 314 E. Main Street, Suite A, Hillsboro OR 97123

4. True and actual consideration:

ORS 205.234(1) Amount in dollars or other

\$

Other: per stipulated court order

5. Send tax statements to:

ORS 205.234(1)(e)

No change

6. Satisfaction of lien, order, or warrant:

ORS 205.234(1)(f)

☐

FULL

☐

PARTIAL

7. The amount of the monetary obligation imposed by the lien, order, or warrant:

ORS 205.234(1)(f)

\$

8. Previously recorded document reference: 2011-09971; 2011-453**9. If this instrument is being re-recorded complete the following statement:**

ORS 205.244(2)

"Rerecorded at the request of

to correct

previously recorded in book _____ and page _____, or as fee number _____."

AFTER RECORDING RETURN TO:
Brent G. Summers
Tarlow Naito Summers, LLP
150 SW Harrison Street, Suite 200
Portland, OR 97201
(70012.0022.062)

SUBORDINATION AGREEMENT

(SUBORDINATING MEINH, LLC, AND PIONEER INDUSTRIES, INC.
DEEDS OF TRUST TO COLUMBIA COMMUNITY BANK DEEDS OF TRUST)

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

THIS INSTRUMENT (the "Subordination Agreement") is made as of this 6th day of July, 2012, by MEINH, LLC and PIONEER INDUSTRIES, INC., (herein "Subordinating Lenders"), by THE MORTGAGE EXCHANGE, INC., an Oregon corporation; PACIFIC NORTHWEST DEVELOPMENT CORPORATION, an Oregon corporation; and PIONEER INDUSTRIES, INC., an Oregon corporation (herein "Borrowers") and by COLUMBIA COMMUNITY BANK (herein "Senior Lender"), with reference to the following facts:

RECITALS

A. Borrowers are the owners of one or more of that certain real property located in the Counties of Klamath, Tillamook, Clatsop, Deschutes, and Lincoln, in the state of Oregon, and Butte County, in the state of California, more particularly described in Exhibits A, B, C, D, E, F, and G attached hereto and incorporated herein by this reference (the "Property").

B. Borrowers in the case of *Columbia Community Bank Corporation v. The Mortgage Exchange, Inc., et al.*, State of Oregon, Washington County Circuit Court Case No. C112822CV, entered into a Stipulated Order: (1) Resolving Plaintiff's Claim for the Appointment of a Receiver and Providing for the Disposition of Receivership Property; (2) Resolving Plaintiff's Claims Against All Defendants; and (3) Providing for the Disposition of this Case Upon Completion of Receiver's Tasks (the "Stipulated Order"). The Stipulated Order was entered by the court on June 20, 2011.

C. Substantially concurrent with the entry of the Stipulated Order, the Receiver executed and had the following Trust Deeds recorded:

1. Kenneth S. Eiler, Receiver/Grantor, First American Title Insurance Company, as Trustee, and Columbia Community Bank and Kenneth S. Eiler, Receiver, as Joint

Beneficiaries, dated October 20, 2011, recorded in Deschutes County, Oregon, on October 28, 2011, as Document No. 2011-038196.

2. Kenneth S. Eiler, Receiver/Grantor, First American Title Insurance Company, as Trustee, and Columbia Community Bank and Kenneth S. Eiler, Receiver, as Joint Beneficiaries, dated October 20, 2011, recorded in Klamath County, Oregon, on October 27, 2011, as Document No. 2011-012070.
3. Kenneth S. Eiler, Receiver/Grantor, First American Title Insurance Company, as Trustee, and Columbia Community Bank and Kenneth S. Eiler, Receiver, as Joint Beneficiaries, dated October 20, 2011, recorded in Tillamook County, Oregon, on November 2, 2011, as Document No. 2011-005889.
4. Kenneth S. Eiler, Receiver/Grantor, First American Title Insurance Company, as Trustee, and Columbia Community Bank and Kenneth S. Eiler, Receiver, as Joint Beneficiaries, dated October 20, 2011, recorded in Lincoln County, Oregon, on October 26, 2011, as Document No. 2011-09971.
5. Kenneth S. Eiler, Receiver/Grantor, First American Title Insurance Company, as Trustee, and Columbia Community Bank and Kenneth S. Eiler, Receiver, as Joint Beneficiaries, dated October 20, 2011, recorded in Clatsop County, Oregon, on November 2, 2011, as Document No. 2011-08255.
6. Kenneth S. Eiler, Receiver/Grantor, First American Title Insurance Company, as Trustee, and Columbia Community Bank and Kenneth S. Eiler, Receiver, as Joint Beneficiaries, dated October 20, 2011, recorded in Butte County, California, on November 3, 2011, as Document No. 2011-0036721.

The aforementioned Trust Deeds, items 1 through 6 (collectively the "Senior Trust Deeds"), covering the Property and recorded as set forth above, secure the indebtedness as described in the Stipulated Order (the "Senior Indebtedness"). The proceeds of all sales shall be distributed as set forth in the Stipulated Order.

D. Subordinating Lenders have loaned to Borrowers the principal sum of Twelve Million Eight Hundred Twenty-Nine Thousand Three Hundred Twenty-Six and 94/100 Dollars (\$12,829,326.94), evidenced by a promissory note dated August 23, 2010 executed by Borrowers in favor of Subordinating Lender MEINH, LLC. Subordinating Lender Pioneer Industries, Inc. has been assigned a Promissory Note from The Mortgage Exchange, Inc., in the principal sum of Eight Million and no/100ths Dollars (\$8,000,000.00), dated September 30, 2009 (the "Subordinate Promissory Notes"). The Subordinate Promissory Notes are secured by one or more of those certain Trust Deeds dated August 23, 2010 and September 30, 2009, (collectively the "Subordinate Trust Deeds") executed by Borrowers in favor of Subordinating Lenders, as beneficiary to Fidelity National Title Insurance Company of Oregon, as trustee, or its successor, as to Trust Deeds 1 through 6 set forth below, and The Mortgage Exchange Financial Services, Inc., as trustee, or its successor, as to Trust Deed 7 set forth below, if any, covering the Property and recorded in the official real property records for each of the following counties:

1. Butte County, California, as Recording No. 2011-0002199;
2. Clatsop County, Oregon, as Recording No. 2011-00332;
3. Deschutes County, Oregon, as Recording No. 2011-01676;
4. Klamath County, Oregon, as Recording No. 2011-453;

5. Lincoln County, Oregon, as Recording No. 2011-00507;
6. Tillamook County, Oregon, as Recording No. 2011-000209; and
7. Deschutes County, Oregon, as Recording No. 2010-37478.

E. In order to accommodate the court appointed receiver, Kenneth S. Eiler (the "Receiver") in the performance of his duties as set forth in the Stipulated Order, it is in the best interests of Borrowers, Senior Lender, and Subordinating Lenders to allow the subordination of the Subordinate Trust Deeds to the Senior Trust Deeds, so that the Receiver can effectively and efficiently sell and close the properties subject to and pursuant to the Stipulated Order in order to avoid unnecessary delay.

F. It is to the mutual benefit of Borrowers and Subordinating Lenders that the Senior Trust Deeds entered into with Senior Lender shall constitute liens or charges upon and against the Property which are unconditionally prior and superior to the Subordinate Trust Deeds for the purpose of accommodating the Receiver in the performance of his duties pursuant to the Stipulated Order.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual benefits accruing to Borrowers and Subordinating Lenders and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to accommodate Receiver in the performance of his duties pursuant and subject to the Stipulated Order, it is hereby declared, understood, and agreed as follows:

1. Understanding and Truth of Recitals: The foregoing Recitals A through F, inclusive, are true, and Borrowers and Subordinating Lenders hereby acknowledge that subordination of the Subordinating Trust Deeds are for their mutual benefit in order to accommodate the Receiver in the performance of his duties pursuant to the Stipulated Order.

2. Subordination: The Senior Deeds of Trust in favor of Senior Lender, as to the Bank Loan and all other obligations recited in the Senior Deeds of Trust or which recite that they are secured by the Senior Deeds of Trust, any and all modifications, amendments, renewals, consolidations, restatements, extensions and forbearances thereof, and any and all protective additional advances thereunder, shall unconditionally be and remain at all times a lien or charge on the Property prior and superior to the Subordinate Deeds of Trust and to the right, title and interest of Subordinating Lenders therein and thereunder, irrespective of any action, inaction, exercise or election of remedies or other conduct of Senior Lender with respect thereto. This Subordination Agreement shall not, in any way, modify the rights and duties of the Parties as provided in the Stipulated Order or the Order Appointing Receiver (the "Orders"). In the event of a conflict between the Orders and this Subordination, the Orders shall control.

3. Consent to and Acknowledgment of Subordinate Security Interest: Senior Lender hereby consents to the Subordinate Deed of Trust and agrees that the granting of the Subordinate Deed of Trust shall not constitute an Event of Default under the Bank Loan Documents, notwithstanding anything to the contrary that may be contained therein.

4. Notices: Any notice, demand, or request required hereunder shall be given in writing (at the addresses set forth below) by any of the following means: (a) personal service; (b) electronic communication, whether by telex, telegram or telecopying, with a courtesy copy by U.S. First Class Mail; (c) internationally-recognized overnight courier; or (d) registered or certified, first class mail, return receipt requested.

If to Subordinating Lenders:

MEINH, LLC and PIONEER INDUSTRIES, INC.
c/o Robert J Vanden Bos
Vanden Bos & Chapman
319 SW Washington Street, Suite 520
Portland, OR 97204

If to Senior Lender:

Columbia Community Bank
314 E. Main Street, Suite A
Hillsboro, OR 97123
Attn: Fred S. Johnson
Fax No.: (503) 648-1929

If to Borrowers:

The Mortgage Exchange
c/o Robert J Vanden Bos
Vanden Bos & Chapman
319 SW Washington Street, Suite 520
Portland, OR 97204

Such addresses may be changed by notice to the other party given in the same manner as provided above. Any notice, demand or request sent pursuant to either subsection (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means and with respect to electronic communication, irrespective of the date of receipt of the mailed courtesy copy. Any notice, demand or request sent pursuant to subsection (c) shall be deemed received on the business day immediately following deposit with the overnight courier and, if sent pursuant to subsection (d), shall be deemed received seventy-two (72) hours following deposit in the mail.

5. Governing Law; Venue: This Subordination Agreement shall be interpreted under Oregon law. Jurisdiction and venue shall be appropriate in any state court within the County of Clackamas, State of Oregon, or the federal courts located in the District of Oregon. Subordinating Lenders waive any right Subordinating Lenders may have to assert the doctrine of forum non-conveniens or to object to such venue and hereby consent to any court-ordered relief.

6. Construction: This Subordination Agreement has been negotiated through the efforts of the parties and their respective counsel, and the principle of construction against the drafting party shall have no application in the construction and interpretation of this Subordination Agreement.

7. Time of Essence: Time is declared to be of the essence of this Subordination Agreement and every provision hereof.

8. Severability: If any term of this Subordination Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Subordination Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and the remaining terms of this Subordination Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Consents: Wherever required under this Subordination Agreement, any consent, agreement or approval of Senior Lender shall be null and void unless it is evidenced by a written document executed by an authorized officer of Senior Lender.

10. Attorneys' Fees: In any action in law or equity, including any action for declaratory relief, or any proceeding in arbitration brought by either Senior Lender or Subordinating Lenders or as required by any Court of competent jurisdiction, as the case may be, which is in any manner related to this Subordination Agreement or its breach, the prevailing party in any final judgment or award shall be entitled to recover from the other party the full amount of all reasonable expenses, including all court costs, including deposition costs and transcripts, and reasonable attorneys and experts fees incurred at trial, on appeal, or in bankruptcy court, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Subordination Agreement as of the date first above written.

SUBORDINATING LENDERS:

MEINH, LLC

THE MORTGAGE EXCHANGE, INC., Member



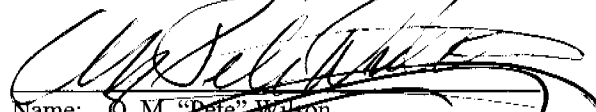
Name: O. M. "Pete" Wilson
Title: President

PACIFIC NORTHWEST DEVELOPMENT
CORPORATION, Member



Name: O. M. "Pete" Wilson
Title: President

PIONEER INDUSTRIES, INC.



Name: O. M. "Pete" Wilson
Title: President

SENIOR LENDER:

COLUMBIA COMMUNITY BANK CORPORATION



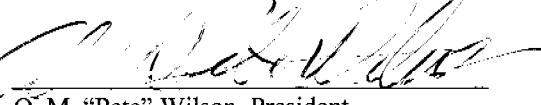
Fred S. Johnson, Executive Vice President

BORROWERS:


THE MORTGAGE EXCHANGE, INC.

By: 
O. M. "Pete" Wilson, President

PACIFIC NORTHWEST DEVELOPMENT CORPORATION

By: 
O. M. "Pete" Wilson, President

PIONEER INDUSTRIES, INC.

By: 
O. M. "Pete" Wilson, President

ALL SIGNATURES MUST BE NOTARIZED

***IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS
SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR
ATTORNEYS WITH RESPECT THERETO.***

State of Oregon)
) ss.
County of Washington)

This instrument was acknowledged before me on the 6th day of July, 2012, by O. M. "Pete" Wilson, President of THE MORTGAGE EXCHANGE, INC., an Oregon corporation, and member of MEINH, LLC, an Oregon limited liability company, the Subordinating Lender.



Debora L. Tuneberg
Notary Public for Oregon
My Commission Expires: 10-21-2012

State of Oregon)
) ss.
County of Washington)

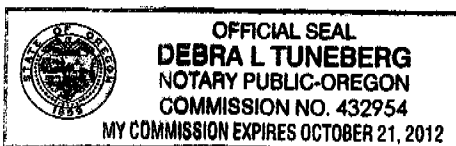
This instrument was acknowledged before me on the 6th day of July 2012, by O. M. "Pete" Wilson, President of PACIFIC NORTHWEST DEVELOPMENT CORPORATION, an Oregon corporation, and member of MEINH, LLC, an Oregon limited liability company, the Subordinating Lender.



Debora L. Tuneberg
Notary Public for Oregon
My Commission Expires: 10-21-2012

State of Oregon)
) ss.
County of Washington)

This instrument was acknowledged before me on the 6th day of July, 2012, by O. M. "Pete" Wilson, President of PIONEER INDUSTRIES, INC., an Oregon corporation, the Subordinating Lender.



Debora L. Tuneberg
Notary Public for Oregon
My Commission Expires: 10-21-2012

State of Oregon)
) ss.
County of Washington)

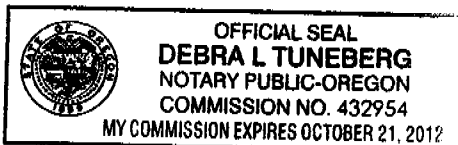
This instrument was acknowledged before me on the 6th day of July, 2012, by Fred S. Johnson, Executive Vice President of COLUMBIA COMMUNITY BANK CORPORATION, an Oregon corporation, Senior Lender.



Debora L. Tuneberg
Notary Public for Oregon
My Commission Expires: 10-21-2012

State of Oregon)
County of Washington) ss.

This instrument was acknowledged before me on the 6th day of July, 2012, by O. M. "Pete" Wilson, President of THE MORTGAGE EXCHANGE, INC., an Oregon corporation; PACIFIC NORTHWEST DEVELOPMENT CORPORATION, an Oregon corporation; and PIONEER INDUSTRIES, INC., an Oregon corporation, the Borrowers.



Debra L. Tuneberg
Notary Public for Oregon
My Commission Expires: 10-21-2012

EXHIBIT "A"
LEGAL DESCRIPTION - KLAMATH FALLS, OR
Page 1 of 2

Real property in the County of Klamath, State of Oregon, described as follows:

PARCEL 1:

LOTS 19 and 20 IN TRACT 1383, SIERRA HEIGHTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. Property ID No's. R890343 & R890344. Owned by Sierra Development, LLC and consists of 2 Lots in Phase 1 of Sierra Heights.

PARCEL 3:

PARCEL 3 OF LAND PARTITION 11-92 SITUATED IN THE SOUTHWEST QUARTER OF SECTION 6, AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, ALL IN TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, FILED IN THE OFFICE OF THE COUNTY CLERK, ON JULY 09, 1993, RECORDS OF KLAMATH COUNTY, OREGON.

ALSO, COMMENCING AT THE WEST 1/16 CORNER COMMON TO SECTIONS 6 AND 7, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN; THENCE N. 00° 07' 00" EAST 259.45 FEET TO A 5/8" IRON PIN; THENCE N. 49° 37' 00" EAST 627.09 FEET TO A 5/8" IRON PIN; THENCE NORTH 58° 09' 25" EAST 171.49 FEET; THENCE NORTH 28° 30' 00" EAST 84.29 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE NORTH 61° 30' 00" WEST 80.00 FEET; THENCE NORTH 28° 30' 00" EAST 25.71 FEET; THENCE SOUTH 61° 30' 00" EAST 80.00 FEET; THENCE SOUTH 28° 30' 00" 11" WEST 25.71 FEET TO THE POINT OF BEGINNING.

SAVING AND EXCEPTING, THE FOLLOWING: COMMENCING AT THE WEST 1/16TH CORNER COMMON TO SECTIONS 6 AND 7 TOWNSHIP 39 SOUTH, RANGE 10 EAST WILLAMETTE MERIDIAN; THENCE NORTH 00° 07' 00" EAST 259.45 FEET TO A 5/8" IRON PIN; THENCE NORTH 49° 37' 00" EAST 627.09 FEET TO A 5/8" IRON PIN; THENCE NORTH 58° 09' 25" EAST 171.49 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE NORTH 61° 30' 00" WEST 80.00 FEET; THENCE NORTH 28° 30' 00" EAST 84.29 FEET; THENCE NORTH 61° 30' 00" WEST 58.38 FEET; THENCE SOUTH 28° 30' 00" WEST 160.00 FEET; THENCE SOUTH 61° 30' 00" EAST 176.00 FEET; THENCE NORTH 28° 30' 00" EAST 160.00 FEET; THENCE NORTH 61° 30' 00" EAST 37.62 FEET; THENCE SOUTH 28° 30' 00" WEST 84.29 FEET TO THE POINT OF BEGINNING. Property ID No's R589232, R875594 and R590881. Owned by Sierra Development, LLC and consists of 56 platted lots and 20 acres of vacant land with a proposed development of 42 Lots.

PARCEL IV:

ALL THAT PORTION OF LOT 7, SECTION 6, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE S. 89°59'00" E. ALONG THE SOUTH LINE OF SAID SECTION 6 (N.89°58" E. BY DEED RECORD M-65 ON PAGE 446) A DISTANCE OF 794.00 FEET; THENCE N. 00°01'00" E. AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION 6 (N.00°02' W. BY SAID DEED RECORD) A DISTANCE OF 153.70 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING N. 00°01'00" E. A DISTANCE OF 216.30 FEET, MORE OR LESS, TO THE LOWER BANK OF THE ENTERPRISE IRRIGATION DITCH; THENCE EASTERLY AND SOUTHERLY ALONG THE LOWER BANK OF SAID DITCH A DISTANCE OF 660 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 6; THENCE N. 89°59'00" W. ALONG THE SOUTH LINE OF SAID SECTION 6 A DISTANCE OF 35.50 FEET; MORE OR LESS, TO A POINT THAT IS S. 89°59'00" E. A DISTANCE OF 909.50 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE N. 00°19'20" W. PARALLEL WITH THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 153.70 FEET; THENCE N 89°5'00" W. A DISTANCE OF 114.60 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION. Property ID No. R589349. Owned by Sierra Development, LLC and consists of 1 multi-family parcel of 1.67 acres.

ADDITIONAL COLLATERAL:

PARCEL 2 - ADDITIONAL SECURITY PROPERTY:

TOWNSHIP 40 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON; SECTION 6: THAT PORTION OF GOVERNMENT LOT 7 LYING WESTERLY OF KENO-WORDEN HIGHWAY EXCEPTING THERE FROM:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 40 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 300 FEET; THENCE EAST TO THE MEANDER LINE OF THE SWAMP; SAME BEING THE WESTERLY BOUNDARY OF THE C.V. NELSON PROPERTY; THENCE SOUTHEASTERLY ALONG SAID MEANDER LINE TO THE SECTION LINE BETWEEN SECTIONS 6 AND 7 OF SAID TOWNSHIP AND RANGE; THENCE WEST TO THE PLACE OF BEGINNING, KLAMATH COUNTY, OREGON.

SECTION 7: NORTH 1/2 NORTHWEST 1/4 AND SOUTHWEST 1/4 NORTHWEST 1/4.

TOWNSHIP 41 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY OREGON; SECTION 18; GOVERNMENT LOTS 1, 2, 3 AND 4. Property ID No's R78775, R619441 and R621688. Owned by Eddie Wilcher and consists of 204 acres, free and clear property, Keno, Oregon.

Borrowers Initials

EXHIBIT "A"
LEGAL DESCRIPTION - KLAMATH FALLS, OR
Page 2 of 2

ADDITIONAL COLLATERAL:

PARCEL V:

A PARCEL OF LAND LOCATED IN THE W 1/2 OF SECTION 6, TOWNSHIP 40 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON MORE PARTICULARLY DESCRIBED AS FOLLOWS: .

BEGINNING AT A 5/8 INCH IRON PIN WHICH IS SOUTH 89°54'36" EAST 60 FEET FROM THE NORTHEAST CORNER OF LOT 1 IN BLOCK 1 WHISPERING PINES SUBDIVISION, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF WHISPERING PINES DRIVE; THENCE SOUTH 0°04' EAST 375.90 FEET TO A 5/8 INCH IRON PIN WHICH IS THE TRUE POINT OF BEGINNING; THENCE EAST 703.0 FEET TO A 5/8 INCH IRON PIN WHICH IS ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE KENOWORDEN HIGHWAY; THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY OF SAID HIGHWAY SOUTH 31°33' EAST A DISTANCE OF 324.27 FEET TO A 5/8 INCH IRON PIN; THENCE WEST 872.67 FEET TO A 5/8 INCH IRON PIN ON THE EAST RIGHT OF WAY OF A PROPOSED 60 FOOT ROAD; THENCE NORTH 0°04' WEST 276.35 FEET ALONG THE EAST RIGHT OF WAY OF SAID PROPOSED ROAD TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT OVER AND ACROSS THE FOLLOWING DESCRIBED TRACT OF LAND SITUATED IN THE NE 1/4 SW 1/4 AND THE SE 1/4 NW 1/4 OF SECTION 6, TOWNSHIP 40 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M83 PAGE 4375 OF THE KLAMATH COUNTY DEED RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 1 OF "KENO WHISPERING PINES"; THENCE ALONG THE BOUNDARY OF SAID "KENO WHISPERING PINES", SOUTH 00°03'57" EAST 603.80 FEET TO THE C-W 1/16 CORNER OF SAID SECTION 6; THENCE EAST A DISTANCE OF 60 FEET TO A POINT; THENCE NORTH 00°03'57" WEST 276.35 FEET; THENCE CONTINUING NORTH 00°03'57" WEST 375.90 FEET; THENCE SOUTH 89°54'36" WEST 60 FEET TO THE POINT OF BEGINNING.

A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 5 IN SE 1/4 NW 1/4 OF SECTION 6, TOWNSHIP 40 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8 INCH IRON PIN WHICH IS SOUTH 0°03'59" EAST 2050.32 FEET AND SOUTH 89°54'36" EAST 1385.73 FEET FROM THE NORTHWEST CORNER OF SECTION 6 AND IS ALSO SOUTH 89°54'36" EAST 60.0 FEET FROM THE NORTHEAST CORNER OF LOT 1 IN BLOCK 1 OF KENO WHISPERING PINES SUBDIVISION, WHICH POINT OF BEGINNING IS ALSO ON THE EAST RIGHT OF WAY LINE OF A PUBLIC ROAD; THENCE CONTINUING EAST ALONG THE SOUTH LINE OF PROPERTY DESCRIBED IN DEED FROM BEN L. SNOWGOOSE, ET UX., TO EDWARD J. SHIPSEY, ET UX, RECORDED MAY 6, 1968 DEED VOLUME M68 PAGE 4060, RECORDS KLAMATH COUNTY, OREGON, A DISTANCE OF 455.09 FEET TO A 5/8 INCH IRON PIN ON THE WESTERLY RIGHT OF WAY LINE OF THE KENO-WORDEN COUNTY ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 34°10'53" EAST A DISTANCE OF 321.20 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE SOUTH 31°33' EAST 129.30 FEET TO A 5/8 INCH IRON PIN; THENCE WEST 703.00 FEET TO A 5/8 INCH IRON PIN ON THE EASTERLY LINE OF THE SOUTHERLY PROJECTION OF THE AFORESAID PUBLIC ROAD; THENCE ALONG SAID EAST LINE NORTH 0°03'57" WEST 375.90 FEET TO THE POINT OF BEGINNING; AND,

TRACT OF LAND SITUATED IN THE NE 1/4 SW 1/4 AND THE SE 1/4 NW 1/4 OF SECTION 6, TOWNSHIP 40 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M83 PAGE 4375 OF THE KLAMATH COUNTY DEED RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1 BLOCK 1 OF "KENO WHISPERING PINES"; THENCE ALONG THE BOUNDARY OF SAID "KENO WHISPERING PINES", SOUTH 00°03'57" EAST 603.80 FEET TO THE C-W 1/16 CORNER OF SAID SECTION 6, AND SOUTH 00°01'15" WEST 273.55 FEET; THENCE SOUTH 89°59'24" EAST 530.06 FEET; THENCE NORTH 71°13'12" EAST 471.36 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE KENO-WORDEN ROAD; THENCE NORTH 41°33'00" WEST, ALONG SAID RIGHT OF WAY LINE, 86.1 FEET, MORE OR LESS, TO THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M72 PAGE 12797; THENCE, ALONG THE LINES OF SAID TRACT, WEST 871.3 FEET, MORE OR LESS, TO A 5/8 INCH IRON PIN AND NORTH 00°03'57" WEST 276.35 FEET; THENCE CONTINUING NORTH 00°03'57" WEST 375.90 FEET; THENCE SOUTH 89°54'36" WEST 60.00 FEET TO THE POINT OF BEGINNING. Property ID No's. R622632, R622623 and R621697.

Owned by Eddie Wilcher and consists of his residence and 20 acres in Keno, Oregon.

Borrowers Initials

EXHIBIT "B"

LEGAL DESCRIPTION – NORTH COAST DEVELOPMENTS, INC.

The land referred to is situated in the City of Nehalem in the County of Tillamook and State of Oregon.

Lots 8, 9 and 10, HILLTOP ESTATES-FIRST REPLAT, located in Tract A, in Tillamook County, Oregon, as recorded May 23, 2007 in Plat Cabinet B-1004-0, Tillamook County Records.

Lots 23 through 38, HILLTOP ESTATES-SECOND REPLAT, located Tract B, in Tillamook County, Oregon, as recorded June 8, 2007 in Plat Cabinet B-1007-0, Tillamook County Records.

Tracts C and D, HILLTOP ESTATES, in Tillamook County, Oregon, as recorded September 13, 2005 in Plat Cabinet B-896-0, Tillamook County Records. [Consists of 21 preliminary approved lots]

EXHIBIT "C"
LEGAL DESCRIPTION/OROVILLE, CA

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF BUTTE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel A: AKA 1232 12th Street, Oroville, CA

Lot 4, of Block 98 of Thermalito, according to the Official Map thereof recorded in the Office of the Recorder of the County of Butte, State of California, June 8, 1887.

Excepting therefrom the Southerly 188 feet thereof.

Together with all that portion of 11th Street now abandoned lying Easterly of and adjacent to the above described Parcel as described in the Resolution recorded May 3, 1955, in Book 1 of Road Books, at Page 218 of Official Records.

Parcel B-I:

A portion of Lots 1, 2 and 3, in Block 98, as shown on that certain Map entitled, "Map of Thermalito", filed in the Office of the County Recorder of Butte County, California, on June 8, 1887, and being more particularly described as follows:

COMMENCING at the Northeast corner of lot 24, as said Lot is shown upon that certain Map entitled Map of Green-Belding Tract, a Subdivision of Parts of Lots 1 and 2 of Block 98, as shown on that certain Map entitled, "Thermalito Colony", filed in the Office of the County Recorder of Butte County, California, on July 3, 1907, in Book 6, of Maps, at Page(s) 93; and running thence South along the East line of said Lot 24, and the Southerly production thereof, a distance of 1145 feet to a point in the South line of Lot 3, of Block 98 as shown upon the Map of Thermalito hereinabove referred to; thence East along the South line of said Lot 3, a distance of 248 feet to the Southeast corner thereof; thence North along the East line of Lots 3, 2 and 1 of said Block 98, a distance of 1145 feet to the Northeast corner of said Lot 1 of Block 98; thence West along the North line of said Lot 1, a distance of 248 feet to the point of beginning.

Parcel B-II:

AKA 1113, 1115, 1117 & 1119, Feather Avenue, Oroville, CA

Beginning at the Northeasterly corner of Lot 1 of Block 98, as shown on that certain Map entitled, "Map of Thermalito", filed in the Office of the County Recorder of Butte County, California, on June 8, 1887; thence Southerly along the Easterly boundary of said Block 98, a distance of 1145 feet to the intersection with the Northerly line of Lot 4 in the aforesaid Block; thence at right angle, Easterly to the Westerly line of land of Henry Bird, as shown on said map; thence North along said Easterly boundary and a Northerly prolongation thereof, of said land of Henry Bird, 1145 feet, more or less, to the Southerly line of Feather Avenue; thence Westerly along said Southerly line of Feather Avenue to the Northeasterly corner of aforesaid Lot 1 and point of commencement.

EXHIBIT 'D'
LEGAL DESCRIPTION - SEASIDE, OR
Page 2 of 2

Lot 17, THE HEIGHTS AT THOMPSON FALLS, A REPLAT OF TRACT E OF THOMPSON FALLS ESTATES, City of Seaside, recorded June 27, 2008 as Instrument No. 200806096, records of Clatsop County, Oregon.

Lot 18, THE HEIGHTS AT THOMPSON FALLS, A REPLAT OF TRACT E OF THOMPSON FALLS ESTATES, City of Seaside, recorded June 27, 2008 as Instrument No. 200806096, records of Clatsop County, Oregon.

Lot 19, THE HEIGHTS AT THOMPSON FALLS, A REPLAT OF TRACT E OF THOMPSON FALLS ESTATES, City of Seaside, recorded June 27, 2008 as Instrument No. 200806096, records of Clatsop County, Oregon.

Lot 20, THE HEIGHTS AT THOMPSON FALLS, A REPLAT OF TRACT E OF THOMPSON FALLS ESTATES, City of Seaside, recorded June 27, 2008 as Instrument No. 200806096, records of Clatsop County, Oregon.

EXHIBIT 'E'
LEGAL DESCRIPTION- DESCHUTES CO, OR

Unit No. 186 and 187, BEND RIVERSIDE MOTEL CONDOMINIUM II, Deschutes County, Oregon, more fully described in the Declaration of Unit Ownership for Bend Riverside Motel Condominium II recorded in Book 226, Page 131, Deed Records, together with the general common elements appertaining to said unit as therein described.

Tax Account No.(s): 1016221 & 1016222
Map/Tax Lot No.(s): 17-12-29DC-92186 & 17-12-29DC-92187
Located at: 1565 NW Hill Street, Bend, OR 97701

and

The Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ / SW $\frac{1}{4}$) of Section Two (2), Township Sixteen (16) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING THEREFROM a parcel of land described as follows: Beginning at the Southeast corner of the SE $\frac{1}{4}$ / SW $\frac{1}{4}$ of the abovementioned Section 2; thence North 500 feet along the East line of said SE $\frac{1}{4}$ / SW $\frac{1}{4}$ to a point; thence West 200 feet parallel with the South line of the SE $\frac{1}{4}$ / SW $\frac{1}{4}$ to a point; thence South parallel with the East line of the said SE $\frac{1}{4}$ / SW $\frac{1}{4}$, 500 feet to a point; thence East along the South line of the SE $\frac{1}{4}$ / SW $\frac{1}{4}$, 200 feet to the true point of beginning.

TOGETHER WITH the Southwest Quarter of the Northeast Quarter of the Southwest Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$) and the South 316.28 feet of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section 2.

ALSO EXCEPTING THEREFROM any portion lying within roads, streets or highways.

Tax Account No.: 130400
Map/Tax Lot No.: 16-12-02C-000900
Located at: 7171 SW Quarry Avenue, Redmond, OR 97756

EXHIBIT 'F'

LEGAL DESCRIPTION - 7 LOTS IN LINCOLN CITY, OR

Parcel I:
Parcels 1 and 2 of Partition Plat 2004-22, filed for record December 28, 2004, Lincoln County Partition Plat Records.

Parcel II:
Parcels 1 and 2 of Partition Plat 2005-12, filed for record April 20, 2005, Lincoln County Partition Plat Records.

Parcel III:
Parcels 1, 2 and 3 of Partition Plat 2005-24, filed for record August 5, 2005, Lincoln County Partition Plat Records.

EXCEPT the following described tract of land:
Beginning at the southwest corner of Parcel 3 of Partition Plat 2004-22; thence along the southerly line of said Parcel 3, South 88°10'42" East, 35.00 feet; thence North 00°00'00" East, 13.40 feet to a point on the easterly right-of-way line of S. Coast Avenue and a point of non-tangent curvature; thence tracing said easterly line southwesterly along the arc of a 100.00 foot radius curve right (the radius point of which bears North 30°02'40" West) through a central angle of 21°22'06", 37.29 feet (chord bears South 70°38'23" West, 37.08 feet) to the point of beginning.

EXCEPT the following described tract of land for Dedication for right-of-way:
Beginning at a 5/8 inch iron rod located at the southwest corner of Parcel 1 of Partition Plat 2005-10, a partition plat of record in the Northwest Quarter of Section 22 of Township 7 South, Range 11 West of the Willamette Meridian, Lincoln County, Oregon, also being on the easterly right-of-way line of SW Coast Avenue; thence along said easterly right-of-way line north 7°16'07" West 106.16 feet to a 1/2 inch iron pipe; thence continuing along said easterly right-of-way line along a non-tangent 139.51 foot radius curve to the left 21.09 feet (the long chord of which bears North 11°42'46" West 21.07 feet) to a 5/8 inch iron rod at the northwest corner of said Parcel 1, also being on the southerly right-of-way line of SW Bard Road; thence along said southerly right-of-way line South 89°03'30" East 53.10 feet to a 5/8 inch iron rod; thence continuing along said southerly right-of-way line South 60°27'01" East 25.72 feet to a 5/8 inch iron rod at the northeast corner of said Parcel 1, also being the northwest corner of Parcel 2 of the aforementioned Partition Plat 2005-10; thence continuing along said southerly right-of-way line South 60°27'01" East 104.20 feet to a 5/8 inch iron rod at the northeast corner of said Parcel 2, thence leaving said southerly right-of-way line South 30°00'00" East 4.91 feet to a 5/8 inch iron rod at an angle point on the east line of said Parcel 2; thence continuing along said east line South 00°00'00" East 2.89 feet to a point which is 5.0 feet measured perpendicularly from the aforementioned southerly right-of-way line; thence parallel with and 5.00 feet measured perpendicularly from said southerly right-of-way line the following 2 courses: North 60°27'01" West 134.30 feet and North 89°03'30" West 45.23 feet to a point which is 5.00 feet measured perpendicularly from the aforementioned easterly right-of-way line; thence parallel with and 5.00 feet measured perpendicularly from said easterly right-of-way line the following 2 courses: along a non-tangent 144.51 foot radius curve to the right 15.15 feet (the long chord of which bears South 10°22'50" East 15.14 feet) and South 7°16'07" East 106.80 feet to the south line of the aforementioned Parcel 1; thence North 90°00'00" West 5.04 feet to the point of beginning, and containing 1,533 square feet, more or less.

EXCEPT the following described tract of land for North Access Easement:

A strip of land located in the southeast one-quarter of the northwest one-quarter and the southwest one-quarter of the northeast one-quarter of Section 22, Township 7 South, Range 11 West, Willamette Meridian, City of Lincoln City, Lincoln County, Oregon, to wit:

Beginning at the northeast corner of Parcel 2 of Partition Plat No. 2004-22, Lincoln County, Oregon; thence S. 00°27'14" E. along the east line of said Parcel 2, a distance of 47.43 feet; thence leaving said east line, S. 06°47'05" E., a distance of 94.54 feet to the point of curve left of a 20.00 foot radius curve; thence along the arc of said curve left through a central angle of 85°13'19", a distance of 29.75 feet (chord bears S. 49°23'44" E. a distance of 27.08 feet); thence N. 87°59'36" E., a distance of 32.33; thence S. 02°00'24" E., a distance of 24.00 feet; thence S. 87°59'36" W., a distance of 34.37 feet to the point of curve left of a 20.00 foot radius curve; thence along the arc of said curve left through a central angle of 88°26'50", a distance of 30.87 feet (chord bears S. 43°46'11" W., a distance of 27.90 feet); thence S. 00°27'14" E., a distance of 96.98 feet to a point on the southerly line of Lot 6, "Hunter's Highland"; thence tracing said southerly line along the following two courses: N. 77°58'11" W., a distance of 0.15 feet; thence 75°58'28" W., a distance of 10.17 feet to the southwest corner of said Lot 6, said southwest corner being the southeast corner of Parcel 3 of Partition Plat No. 2005-24, Lincoln County, Oregon; thence N. 88°10'42" W. along the south line of said Parcel 3, a distance of 10.00 feet; thence N. 00°27'14" W., a distance of 158.55 feet; thence N. 06°47'05" W., a distance of 90.69 feet; thence N. 00°27'14" W., a distance of 60.08 feet to the southerly line of Bard Road; thence S. 60°27'01" E., a distance of 23.09 feet to the point of beginning.
Contains 3,527 square feet, more or less, within the plat of "Hunter's Highland"; and contains 4,026 square feet, more or less within Parcel 2 of Partition Plat No. 2004-22, Parcel 2 of Partition Plat No. 2005-10; and Parcels 1, 2 and 3 of Partition Plat No. 2005-24.

LEGAL DESCRIPTION - 6501 SW INLET AVENUE, LINCOLN CITY, OR 97367

Lot 6, Block 3, PINES ADDITION TO CUTLER CITY, Lincoln County, Oregon

EXHIBIT 'G'

LEGAL DESCRIPTION - PROPERTIES IN DESCHUTES COUNTY, OR

Page 1 of 2

PARCEL 1: [The Greens at Redmond]

LOT 5, GREENS AT REDMOND, PHASES 4 AND 5, Deschutes County, Oregon.

PARCEL 2: [The Greens at Redmond]

A parcel of land located in the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 29, and the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section 30, all in Township 15 South, Range 13 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Beginning at the Southwest corner of Lot 150, Greens at Redmond Phase 6A, thence along the South line of said Greens at Redmond Phase 6A, South 87°18'00" East, 532.89 feet; thence leaving said South line, South 02°41'50" West, 181.38 feet; thence South 33°08'14" West, 238.95 feet; thence South 09°23'45" East, 221.07 feet; thence South 23°19'42" West, 138.95 feet; thence South 26°40'23" East, 188.96 feet to the South line of said Section 29; thence along said South line, South 89°56'16" West, 946.76 feet to the Southeast corner of said Section 30; thence along the South line of Section 30, North 89°16'09" West, 630 feet, to the centerline of the Pilot Butte Canal; thence Northeasterly along said centerline, 1180 feet to the South line of the recently adjusted Developer's Lot, Greens at Redmond, Phase 6A; thence leaving said South line South 70°36'22" East, 129.60 feet; thence North 38°32'41" East, 207.80 feet to the South line of said Greens at Redmond, Phase 6A; thence along said South line of Greens at Redmond, Phase 6A, South 87°18'00" East, 117.28 feet to the point of beginning.

PARCEL 3: [The Greens at Redmond]

Lots 4 and 6 of the replat of lots 3, 4, 5, 6, 7 and 8 of the GREENS AT REDMOND, PHASES 1 AND 2 and common area "B" of the Greens at Redmond Phase 3A.

PARCEL 4 [The Greens at Redmond]

Lot 99, GREENS AT REDMOND, PHASE 6A, being a Replat of a portion of Greens at Redmond, Phase 6, Deschutes County, Oregon.

PARCEL 5: [The Greens at Redmond]

Lot 185, THE GREENS AT REDMOND, Phases 1 and 2, Deschutes County, Oregon, EXCEPTING THEREFROM that portion conveyed to the State of Oregon by document recorded July 18, 1995 as Book 379, Page 385.

TOGETHER WITH the Golf Course access as shown on the plat of The Greens at Redmond, Phases 1 and 2, further described as follows:

Beginning at the Southeast corner of Lot 130, The Greens at Redmond, Phases 1 and 2, which is the TRUE POINT OF BEGINNING; thence in a Westerly direction along the South line of said Lot 130, to the Southwest corner of said Lot 130; thence South 20 feet to the Northwest corner of Lot 128, The Greens at Redmond Phases 1 and 2; thence in an Easterly direction along the North line of said Lot 128 to the Northeast corner of said Lot 128; thence North 20 feet to the Southeast Quarter (SE1/4) of said Lot 130 which is the TRUE POINT OF BEGINNING and the terminus of this description.

TOGETHER WITH the Golf Course access as shown on the plat of The Greens at Redmond, Phases 1 and 2, further described as follows:

Beginning at the Southeast corner of Lot 104, The Greens at Redmond, Phases 1 and 2, which is the TRUE POINT OF BEGINNING; thence in a Northwesterly direction along the South line of said Lot 104 to the Southwest corner of said Lot 104; thence in a Southwesterly direction to the most Northerly corner of Lot 102, The Greens at Redmond Phases 1 and 2; thence in a Southeasterly direction along the North line of said Lot 102 to the Northeast corner of said Lot 102; thence in a Northeasterly direction to the Southeast corner of said Lot 104, which is the TRUE POINT OF BEGINNING and the terminus of this description.

PARCEL 6: [The Greens at Redmond]

Lot A (Common), THE GREENS AT REDMOND, Phase 6, Deschutes County, Oregon.

TOGETHER WITH the access strip on the plat of The Greens at Redmond Phase 6, Deschutes County, Oregon, further described as follows:

Beginning at the Northeast corner of Lot 80, The Greens at Redmond Phase 6, being the TRUE POINT OF BEGINNING for this description; thence South along the East line of said Lot 80 to the Southeast corner of said Lot 80; thence East, 20 feet to the Southwest corner of Lot 82, The Greens at Redmond Phase 6; thence North along the West line of said Lot 82 to the Northwest corner of said Lot 82; thence West, 20 feet to the Northeast corner of Lot 80, which is the TRUE POINT OF BEGINNING and terminus of this description.

PARCEL 7: [The Greens at Redmond]

Common Lot A, Common Lot B, Common Lot C, GREENS AT REDMOND, PHASES 4 AND 5, Deschutes County, Oregon.

EXHIBIT 'G'

LEGAL DESCRIPTION - PROPERTIES IN DESCHUTES COUNTY, OR

Page 2 of 2

PARCEL 8: [4369 SW Tommy Armour Ct., Redmond, OR]

A parcel of land located in the southwest quarter of the southwest quarter of Section 29, Township 15 South, Range 13 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows;

Beginning at the southwest corner of Lot 150, Greens at Redmond Phase 6A, thence along the south line of said Greens at Redmond Phase 6A, North 87°18'00" West, 117.28 feet; thence leaving said south line, South 38°32'41" West, 207.80 feet; thence North 70°36'22" West, 129.60 feet to the centerline of the Pilot Butte Canal; thence North 85°52'25" West, 50.03 feet to a line being 50.00 feet westerly of and parallel with said Pilot Butte Canal centerline; thence along said parallel line, North 02°09'50" East, 32.69 feet; thence North 12°13'38" East, 62.25 feet; thence North 04°22'50" West, 25.36 feet, to a point of non-tangent curvature; thence along the arc of a 180.00 foot radius non-tangent curve to the right, through a central angle of 67°29'19", an arc length of 212.02 feet (the chord of which bears North 19°39'25" East, 199.97 feet) to a point of non-tangency and the southwest line of the BP A Transmission line easement; thence leaving said parallel line and along said easement line, South 26°41'51" East, 51.06 feet to the centerline of said Pilot Butte Canal, also being the northwest line of Developer's Lot, Greens at Redmond Phase 6A and a point of non-tangent curvature; thence along said centerline, along the arc of a 130.00 foot radius non-tangent curve to the right, through a central angle of 19°18'21", an arc length of 43.80 feet (the chord of which bears North 59°10'54" East, 43.80 feet) to a point of non-tangency; thence North 72°53'42" East, 173.44 feet to the northwest corner of Lot 149, Greens at Redmond Phase 6A; thence leaving the centerline of said Pilot Butte Canal and along the southwest lines of Lots 149 and 150 of Greens at Redmond Phase 6A, South 26°41'51" East, 251.27 feet to the point of beginning.

Containing 2.24 acres, more or less.

PARCEL 9: [34 Acres/Rosebrook Property in Redmond, Or]

That portion of the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 29; and that portion of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 30, lying westerly of the centerline of the Central Oregon Irrigation District Canal, all in Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPT the following described tract: Beginning at a point North 0°26'30" West, 91.0 feet from the Southwest corner of the SE 1/4 SE 1/4 of Section 30, Township 15 South, Range 13 East of the Willamette Meridian, and running thence North 0°26'30" West, 487.33 feet along the West line of SE 1/4 SE 1/4 of Section 30; thence North 89°33'30" East, 176.30 feet; thence South 00°26'30" East, 487.33 feet; thence South 89°33'30" West, 176.30 feet to the point of beginning.

EXCEPTING THEREFROM the right of way of Stixner Road along the West side of said tract.

ALSO EXCEPTING that portion conveyed to Deschutes County by deed recorded April 19, 1920, in Volume 28, Book 134, Deed Records.

EXCEPTING THEREFROM that portion conveyed to Pioneer Industries, Inc. by deed recorded as Document No. 2003-87218, Official Records.

aka 34.24 acres

PARCEL 10: [Cascade View Estates Phase 10]

A parcel of land located in the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) and the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 30, all lying South and West of the existing Cascade View Estates Phases 7, 8 and 9, all within Township 15 South, Range 13 East, Willamette Meridian, City of Redmond, Deschutes County, Oregon, being more particularly described as follows:

Beginning at the Southwest corner of said Cascade View Estates, Phase 7; thence North 89°39'54" West, 90.27 feet; thence North 89°40'30" West, 833.45 feet; thence North 00°02'22" West, 1310.13 feet; thence North 00°00'42" 479.54 feet; thence South 27°15'23" East, 2019.12 feet to the point of beginning.

PARCEL 11: [223 O'Neil Way, Redmond, Oregon]

That portion of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 33, Township 14 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Beginning at the intersection of the North line of State Secondary Highway known as O'Neil Road, and the East line of U.S. Highway 97, Oregon, and thence Northerly along the East line of said U.S. Highway 97, Oregon, 295 feet; thence Easterly, 295 feet; thence Southerly 295 feet to the North line of said State Secondary Highway known as O'Neil Road; thence Westerly along the North line of the said State Secondary Highway known as O'Neil Road, 295 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to State of Oregon, by and through its Department of Transportation, Highway Division, recorded May 23, 1989, in Book 184, Page 2169, Deschutes County Records, Oregon.