

2014-008503

Klamath County, Oregon

08/14/2014 12:15:12 PM

Fee: \$157.00

WHEN RECORDED RETURN TO:

Meivin D. Ferguson AmeriTitle Contract Servicing
Attorney at Law 300 Klamath Ave.
~~514 Walnut Avenue~~
Klamath Falls, Oregon 97601

OTHER INTERESTED PARTIES:

Michael David Schmidli
22550 Evans Road
Malin, Oregon 97632

Ricki L. LaZelle
23617 71st Drive S.E.
Woodinville, Washington 98072-9796

Rhonda Susan Keller
15565 Maplewood Drive
Sonoma, California 95476-3245

MDLN of Oregon, LLC
P. O. Box 417
Malin, Oregon 97632

**COMMERCIAL TRUST DEED
AND
ASSIGNMENT OF RENTS**

MDLN of Oregon, LLC, an Oregon limited liability company whose address is P. O. Box 417, Malin, Oregon 97632, Grantor.

AmeriTitle whose address is 300 Klamath Avenue, Klamath Falls, Oregon 97601, Trustee.

Ricki L. LaZelle, whose address is 23617 71st Drive S.E., Woodinville, Washington 98072-9796; Michael David Schmidli, whose address is 22550 Evans Road, Malin, Oregon 97632; and Rhonda Susan Keller whose address is 15565 Maplewood Drive, Sonoma, California 95476-3245, all Beneficiaries.

**COMMERCIAL TRUST DEED AND
ASSIGNMENT OF RENTS**

final

150.

The tax account numbers for the real property subject to this instrument are R-4112-01200-00400-000, R-4112-01200-00900-000 , R-4112-01200-01000-000 and R-4112-01300-00200-000.

THIS TRUST DEED ("Trust Deed") is made effective July 21, 2014, 2014, by MDLN of Oregon, LLC, an Oregon limited liability company ("Grantor), to AmeriTitle, ("Trustee"), for the benefit of Ricki L. LaZelle, Michael David Schmidli and Rhonda Susan Keller ("Beneficiary").

WHEREAS, Beneficiary (Ricki L. LaZelle, Michael David Schmidli and Rhonda Susan Keller) has offered to sell real property, improvements thereon and equipment which will be the subject of this trust property for the sum of \$1,250,000 to Grantor, the consideration for which is evidenced by a Promissory Note in the sum of \$1,125,000 of even date with this Trust Deed. The Promissory Note, if not sooner paid, is due and payable in full on July 21, 2024. (The Promissory Note as modified, supplemented, extended, renewed, or replaced from time to time is referred to below as the "Note" or "Promissory Note");

WHEREAS, as a condition to the issuing of the Note by Grantor, Beneficiary has required, and Grantor has agreed to execute and deliver, this Trust Deed.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and for the purpose of securing the Note, Grantor irrevocably grants, bargains, sells, conveys, assigns, and transfers to Trustee in trust for the benefit and security of the Beneficiary, with power of sale and right of entry and possession, all of Grantor's right, title, and interest in and to the real property located in Klamath County, Oregon and more particularly described below (the "Property"):

Parcel A:

The South half of the Northwest quarter of Section 12, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING therefrom that portion set forth in Deed Volume 114, Page 31, and that portion lying Northeasterly of the county road.

SUBJECT TO: Easements and rights of way of record or apparent on the land; contracts, liens and assessments for irrigation or drainage purposes; and the statement of the lien, including the terms and provisions thereof, claimed against the property within the boundaries of the Shasta View Irrigation District by the United States of America acting by and through its Department of Agriculture, Farmers Home Administration, by virtue of Water Facilities Loan Agreement; said statement being recorded April 24, 1951 in Mechanic's Lien Volume 11 at Page 7.

Parcel B:

The North half of the Southwest quarter of Section 12, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

Parcel C:

The South half of the Southwest quarter of Section 12, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon; SUBJECT TO: (1) assessments of record or apparent on the land; (2) liens and assessments of Klamath County Project and Malin Irrigation District; and (3) contracts and proceedings for irrigation or drainage purposes.

Parcel D:

The North half of the Northwest quarter of Section 13, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

TOGETHER WITH Grantor's rights under any payment, performance, or other bond in connection with construction of any Improvements, and all construction materials, supplies, equipment and other personal property delivered to the Property or intended to be used in connection with the construction of any Improvements; and

TOGETHER WITH all rights, interests, and claims that Grantor now has or may acquire with respect to any damage to or taking of all or any part of the Property or the Improvements, including without limitation any and all proceeds of insurance in effect with respect to the Improvements, any and all awards made for taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property or the Improvements, and any and all awards resulting from any other damage to the Property or the Improvements.

All of the above is sometimes referred to below as the "Trust Property."

TO HAVE AND TO HOLD the Trust Property to Trustee and its successors and assigns for the benefit of Beneficiary and its successors and assigns, forever.

PROVIDED ALWAYS, that if all the obligations are paid, performed, and satisfied in full, then the lien and estate granted by this Trust Deed will be reconveyed.

This Trust Deed, the Note, and all other agreements or instruments executed at any time in connection with them, as they may be amended or supplemented from time to time, are sometimes collectively referred to below as the "Loan Documents."

TO PROTECT THE SECURITY OF THIS TRUST DEED, GRANTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE I
Particular Covenants and Warranties of Grantor

1.1 Obligations Secured. This Trust Deed secures the following:

(1) The payment of all indebtedness, including but not limited to principal and interest, and the performance of all covenants and obligations of Grantor, under the following listed documents whether such payment and performance is now due or becomes due in the future:

(a) Promissory Note whereby MDLN of Oregon, LLC, an Oregon limited liability company agrees to pay Ricki L. LaZelle, Michael David Schmidli and Rhonda Susan Keller, \$1,125,000 with interest on the unpaid balance at the rate of 5 percent per annum. Monthly payments of \$11,932.37 shall commence on August 21, 2014 and shall continue until all sums are paid in full.

(b) Purchase and Sale Agreement dated 7-1-2014 between MDLN of Oregon, LLC as Buyer and Ricki L. LaZelle, Michael David Schmidli and Rhonda Susan Keller as Sellers.

(2) The payment and performance of all covenants and obligations in this Trust Deed, and the Purchase and Sale Agreement and Promissory Notes referenced in paragraph 1.1(1)(a) and (b) above and in all other security agreements, notes, agreements, and undertakings now existing or hereafter executed by Grantor with or for the benefit of Beneficiary; and

(3) The payment and performance of any and all other indebtedness and obligations of Grantor to Beneficiary of any nature whatsoever, whether direct or indirect, primary or secondary, joint or several, liquidated or unliquidated, whenever and however arising, and whether or not reflected in a written agreement or instrument.

1.2 Payment of Indebtedness; Performance of Covenants. Grantor shall duly and punctually pay and perform all of the obligations.

1.3 Property. Grantor warrants that it holds good and merchantable title to the Property and the Improvements, free and clear of all liens, encumbrances, reservations, restrictions, easements, and adverse claims except those specifically listed in Exhibit B. Grantor covenants that it will forever defend Beneficiary's and Trustee's rights under this Trust Deed against the adverse claims and demands of all persons.

1.4 Further Assurances; Filing; Refiling; Etc.

(1) Grantor will execute, acknowledge, and deliver, from time to time, any further instruments as Beneficiary or Trustee may require to accomplish the purposes of this Trust Deed.

(2) Immediately on the execution and delivery of this Trust Deed, and thereafter from time to time, Grantor will cause this Trust Deed, any supplemental security agreement, mortgage, or deed of trust and each instrument of further assurance, to be recorded and rerecorded in the manner and in the places that may be required by any present or future law in order to perfect, and continue perfected, the lien and estate of this Trust Deed.

(3) Grantor shall pay all filing and recording fees, and all expenses incident to the execution, filing, recording, and acknowledgment of this Trust Deed; any security agreement, mortgage, or deed of trust supplemental to this Trust Deed and any instrument of further assurance; and all federal, state, county, and municipal taxes, assessments and charges arising out of or in connection with the execution, delivery, filing, and recording of this Trust Deed, any supplemental security agreement, mortgage, or deed of trust and any instrument of further assurance.

1.5 Compliance with Laws. Grantor further represents, warrants, and covenants that:

(1) The Property, if developed, has been developed, and all Improvements, if any, have been constructed and maintained, in full compliance with all applicable laws, statutes, ordinances, regulations, and codes of all federal, state, and local governments (collectively "Laws"), and all covenants, conditions, easements, and restrictions affecting the Property (collectively "Covenants"); and

(2) Grantor will cause the Property and its operations on the Property to comply at all times hereafter, in all material respects, with all applicable Laws and Covenants.

1.6 Definitions; Environmental Covenants; Warranties and Compliance

(1) For purposes of this section, "Environmental Law" means any federal, state, or local law, statute, ordinance, or regulation pertaining to Hazardous Substances, health, industrial hygiene, or environmental conditions, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended, 42 USC §§9601–9675, and the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 USC §§6901–6992.

(2) For the purposes of this section, "Hazardous Substance" includes without limitation, any material, substance, or waste that is or becomes regulated or that is or becomes

classified as hazardous, dangerous, or toxic under any federal, state, or local statute, ordinance, rule, regulation, or law.

(3) Grantor will not use, generate, manufacture, produce, store, release, discharge, or dispose of on, under or about the Property or the Property's groundwater, or transport to or from the Property, any Hazardous Substance and will not permit any other person to do so, except for any Hazardous Substances that may be used in the ordinary course of Grantor's business and in compliance with all Environmental Laws, including but not limited to those relating to licensure, notice, and recordkeeping.

(4) Grantor will keep and maintain the Property in compliance with, and will not cause or permit all or any portion of the Property, including groundwater, to be in violation of any Environmental Law.

(5) Grantor shall give prompt written notice to Beneficiary of:

(a) Any proceeding, inquiry, or notice by or from any governmental authority with respect to any alleged violation of any Environmental Law or the presence of any Hazardous Substance on the Property or the migration of any Hazardous Substance from or to other premises;

(b) All known claims made or threatened by any person against Grantor or with respect to the Property or Improvements relating to any loss or injury resulting from any Hazardous Substance or the violation of any Environmental Law;

(c) The existence of any Hazardous Substance on or about all or any portion of the Property; or

(d) Grantor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could in Grantor's judgment cause any restrictions on the ownership, occupancy, transferability, or use of the Property under any Environmental Law.

(6) Grantor shall promptly provide to Beneficiary copies of all reports, documents, and notices provided to or received from any agency administering any Environmental Laws. Beneficiary shall have the right to join and participate, in its own name if it so elects, in any legal proceeding or action initiated with respect to the Property or Improvements in connection with any Environmental Law and have its attorney fees in connection with such an action paid by Grantor, if Beneficiary determines that such participation is reasonably necessary to protect its interest in the Trust Property.

(7) If, at any time, Beneficiary has reason to believe that any release, discharge, or disposal of any Hazardous Substance affecting the Property or Improvements has occurred or is

threatened, or if Beneficiary has reason to believe that a violation of an Environmental Law has occurred or may occur with respect to the Property or Improvements, Beneficiary may require Grantor to obtain or may itself obtain, at Grantor's expense, an environmental assessment of such condition or threatened condition by a qualified environmental consultant. Grantor will promptly provide to Beneficiary a complete copy of any environmental assessment obtained by Grantor.

(8) If any investigation, site monitoring, containment, cleanup, removal, restoration, or other remedial work of any kind or nature (the "Remedial Work") is required under any applicable Environmental Law, by any judicial order, or by any governmental agency or person because of, or in connection with, the current or future presence, suspected presence, release or suspected release of a Hazardous Substance on, under, or about all or any portion of the Property, or the contamination (whether currently existing or occurring after the date of this Trust Deed) of the buildings, facilities, soil, groundwater, surface water, air, or other elements on or under any other property as a result of Hazardous Substances emanating from the Property, Grantor will, within 30 days after written demand by Beneficiary for Grantor's performance under this provision (or such shorter period of time as may be required under any applicable law, regulation, order, or agreement), commence and thereafter diligently prosecute to completion all such Remedial Work. Grantor will pay all costs and expenses of that Remedial Work including, without limitation, Beneficiary's reasonable attorney fees and costs incurred in connection with monitoring or reviewing the legal aspects of the Remedial Work. If Grantor fails to timely commence, or cause to be commenced, the Remedial Work, Beneficiary may, but will not be required to, cause such Remedial Work to be performed. In that event, all costs and expenses incurred in connection with the Remedial Work will become part of the obligations secured by this Trust Deed and will bear interest until paid at the rate provided in the Note.

(9) Grantor will hold Beneficiary and its agents, successors, and assigns, harmless from, will indemnify them for, and will defend them against any and all losses, damages, liens, costs, expenses, and liabilities directly or indirectly arising out of or attributable to any violation of any Environmental Law, any breach of Grantor's warranties in this Section 1.6, or the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under, or about the Property, including without limitation the costs of any required repair, cleanup, containment, or detoxification of the Property, the preparation and implementation of any closure, remedial or other required plans, attorney fees and costs (including but not limited to those incurred in any proceeding and in any review or appeal), fees, penalties, and fines.

(10) Grantor represents and warrants to Beneficiary that:

(a) Neither the Property nor Grantor is in violation of or subject to any existing, pending, or threatened investigation by any governmental authority under any Environmental Law.

(b) Grantor has not and is not required by any Environmental Law to obtain any permit or license other than those it has obtained to construct or use the Improvements.

(c) To the best of Grantor's knowledge, no Hazardous Substance has ever been used, generated, manufactured, produced, stored, released, discharged, or disposed of on, under, or about the Property in violation of any Environmental Law.

(11) All representations, warranties, and covenants in this Section 1.6 shall survive the satisfaction of the obligations, the reconveyance of the Trust Property, or the foreclosure of this Trust Deed by any means.

1.7 Maintenance and Improvements. Grantor shall not permit all or any part of the Improvements to be removed, demolished, or materially altered without Beneficiary's prior written consent; except for those Improvements that become obsolete in the usual conduct of Grantor's business, and as long as the removal or material alteration of the obsolete Improvements does not materially detract from the operation of Grantor's business and as long as all obsolete Improvements that are demolished or removed are promptly replaced with Improvements of like value and quality. Grantor will maintain every portion of the Property and Improvements in good repair, working order, and condition, except for reasonable wear and tear, and will at Beneficiary's election restore, replace, or rebuild all or any part of the Improvements now or hereafter damaged or destroyed by any casualty (whether or not insured against or insurable) or affected by any Condemnation (as defined in Section 1.16 below). Grantor will not commit, permit, or suffer any waste, strip, or deterioration of the Trust Property.

1.8 Liens. Grantor shall pay when due all claims for labor, materials, or supplies that if unpaid might become a lien on all or any portion of the Trust Property. Grantor will not create, or suffer, or permit to be created, any mortgage, deed of trust, lien, security interest, charge, or encumbrance on the Trust Property prior to, on a parity with, or subordinate to the lien of this Trust Deed, except as specifically provided in Exhibit B.

1.9 Impositions

(1) Grantor will pay or cause to be paid, when due and before any fine, penalty, interest, or cost attaches, all taxes, assessments, fees, levies, and all other governmental and nongovernmental charges of every nature now or hereafter assessed or levied against any part of the Trust Property (including, without limitation, levies or charges resulting from Covenants), or on the lien or estate of Beneficiary or Trustee (collectively, the "Impositions"); however, if by law any such Imposition may be paid in installments, whether or not interest will accrue on the unpaid balance, Grantor may pay the same in installments, together with accrued interest on the unpaid balance, as the same become due, before any fine, penalty, interest, or cost attaches.

(2) Grantor may, at its expense and after prior notice to Beneficiary, contest by appropriate legal, administrative, or other proceedings conducted in good faith and with due diligence, the amount, validity, or application, in whole or in part, of any Imposition or lien on the Trust Property or any claim of any laborer, materialman, supplier, or vendor or lien, and may withhold payment of the same pending completion of the proceedings if permitted by law, provided that (a) such proceedings will suspend collection from the Trust Property; (b) no part of or interest in the Trust Property will be sold, forfeited, or lost if Grantor pays the amount or satisfies the condition being contested, and Grantor would have the opportunity to do so in the event of Grantor's failure to prevail in the contest; (c) neither Beneficiary nor Trustee will, by virtue of the permitted contest, be exposed to any risk of liability for which Grantor has not furnished additional security as provided in clause (d) below; and (d) Grantor furnishes to Beneficiary cash, corporate surety bond, or other additional security in respect of the claim being contested or the loss or damage that may result from Grantor's failure to prevail in the contest in an amount sufficient to discharge the Imposition and all interest, costs, attorney fees, and other charges that may accrue in connection with the Imposition. Grantor will promptly satisfy any final judgment.

(3) Grantor will furnish to Beneficiary, promptly on request, satisfactory evidence of the payment of all Impositions. Beneficiary is hereby authorized to request and receive from the responsible governmental and nongovernmental personnel written statements with respect to the accrual and payment of all Impositions.

1.10 Books and Records and Inspection of the Property. Grantor will keep complete and accurate records and books of account with respect to the Trust Property and its operation in accordance with generally accepted accounting principles consistently applied. Grantor will permit Trustee, Beneficiary, and their authorized representatives to enter and inspect the Property and the Improvements at reasonable times agreed to by Grantor and Beneficiary. If Grantor and Beneficiary cannot agree then Beneficiary shall have access on normal business days after providing forty eight (48) hours written notice to Grantor. The financial books and records of Grantor shall be made available to Beneficiary by Grantor at any reasonable time for inspection and copying if Grantor is in default of the Promissory Note or this Agreement.

1.11 Limitations on Use. Grantor will not initiate, join in, or consent to any rezoning or replatting of the Property or any change in any covenant or other public or private restrictions limiting or defining the uses that may be made of all or any part of the Property and the Improvements without the prior written consent of Beneficiary.

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1.12 Insurance

(1) **Property and Other Insurance.** Except as otherwise provided herein, Grantor will obtain and maintain in full force and effect during the term of this Trust Deed: (a) special farm property insurance together with endorsements for replacement cost, inflation adjustment, malicious mischief coverages, all in amounts not less than the full replacement cost of all Improvements without reduction for coinsurance. Grantor shall not, however, be obligated to insure House No. 2 South nor pump and power panels on a replacement cost basis. House No. 2 South shall be insured for its cash value until such time as House No. 2 South is brought up to building code standards. Pumps and power panels shall be insured on a cash value basis. In addition, so long as Michael David Schmidli continues to retain a life estate interest in that property more specifically described in that Warranty Deed from Michael David Schmidli to MDLN of Oregon, LLC, an Oregon limited liability company and recorded on ~~July 8/14~~ July 8/14, 2014 at Document No. ~~2014-008497~~ 2014-008497 Klamath County Deed Records, Michael David Schmidli shall maintain casualty insurance on improvements on the retained life estate property in such amount to allow the improvements to be replaced and reconstructed naming Grantor as an additional loss payee; (b) commercial general liability insurance, including liabilities assumed under contract, with limits, coverages, and risk insured acceptable to Beneficiary, and in no event less than \$2 Million combined single-limit coverage per occurrence; and (c) unless Beneficiary otherwise agrees in writing, rent loss or business interruption insurance is an amount no less than the total annual rents provided in all leases for the Trust Property. In addition, Grantor will obtain and maintain all other insurance coverages designated by Beneficiary, which at the time are commonly carried for similar property, in any amounts that Beneficiary may require.

(2) **Insurance Companies and Policies.** All insurance must (a) be written by a company or companies reasonably acceptable to Beneficiary with a rating of A VIII, or better as provided in Best's Key Rating Guide—Property/Casualty (A.M. Best & Co., 2007); (b) contain a long-form mortgagee clause in favor of Beneficiary with loss proceeds under any policy payable to Beneficiary, subject to the terms of this Trust Deed and the rights of any superior mortgagee or trust deed beneficiary or as provided in Section 4.10 below; (c) require 30 days' prior written notice to Beneficiary of cancellation or reduction in coverage; (d) contain waivers of subrogation and endorsements that no act or negligence of Grantor or any occupant, and no occupancy or use of the Property for purposes more hazardous than permitted by the terms of the policy, will affect the validity or enforceability of such insurance as against Beneficiary; (e) be in full force and effect on the date of this Trust Deed; and (f) be accompanied by proof of premiums paid for the current policy year. Beneficiary must be named as an additional insured on all liability policies. Grantor will forward to Beneficiary, on request, certificates executed by the insurer or its agent evidencing the coverages required under this Trust Deed and copies of all policies. If a blanket policy is issued, a certified copy of the policy must be furnished together with a certificate indicating that the Trust Property and Beneficiary are insured under that policy in the proper designated amount.

(3) **Assignments of Policies on Foreclosure.** In the event of foreclosure of the lien of this Trust Deed or other transfer of title, or assignment of the Trust Property in whole or in part, all right, title, and interest of Grantor in and to all policies of insurance procured under Section 1.12 will inure to the benefit of and pass to the successors in interest of Grantor or the purchaser or grantee of all or any part of the Trust Property.

(4) **Notice and Proof of Loss.** After the occurrence of any casualty to the Property, whether or not required to be insured against as provided in this Trust Deed, Grantor will give prompt written notice of the casualty to Beneficiary, specifically describing the nature and cause of the casualty and the extent of the damage or destruction to the Trust Property. Beneficiary may make proof of loss if it is not made promptly and to Beneficiary's satisfaction by Grantor.

(5) **Restoration and Use of Proceeds.** Subject to the rights of any superior mortgagee or trust deed beneficiary as provided in Section 4.10 below, Grantor assigns to Beneficiary all insurance proceeds that Grantor may be entitled to receive with respect to any casualty. Beneficiary may, at its sole option, apply the insurance proceeds to the reduction of the obligations in any order that Beneficiary may determine, whether or not the obligations are then due, or apply all or any portion of the insurance proceeds to the cost of restoring and rebuilding the portion of the Trust Property that was damaged or destroyed. If Beneficiary elects to apply the insurance proceeds to rebuilding and restoration, Beneficiary will be entitled to hold the proceeds, and the proceeds will be released only on the terms and conditions that Beneficiary may require in its sole discretion, including but not limited to prior approval of plans and release or waiver of construction liens. No proceeds will be released if Grantor is in default under this Trust Deed.

1.13 Actions to Protect Trust Property; Reserves

(1) If Grantor fails to obtain the insurance required by Section 1.12, fails to make the payments required by Section 1.9 (other than payments that Grantor is contesting in accordance with Section 1.9(2)), or fails to perform or observe any of its other covenants or agreements under this Trust Deed, Beneficiary may, without obligation to do so, obtain or pay the same or take other action that it deems appropriate to remedy such failure. All sums, including reasonable attorney fees, so expended or expended to maintain the lien or estate of this Trust Deed or its priority, or to protect or enforce any of Beneficiary's rights, or to recover any indebtedness secured by this Trust Deed, will be a lien on the Trust Property, will be secured by this Trust Deed, and will be paid by Grantor on demand, together with interest at the rate provided in the Note. No payment or other action by Beneficiary under this section will impair any other right or remedy available to Beneficiary or constitute a waiver of any default. The following notice is provided pursuant to ORS 746.201(1):

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WARNING:

Unless Grantor provides Beneficiary with evidence of the insurance coverage required by the Note, Beneficiary may purchase insurance at Grantor's expense to protect Beneficiary's interest. This insurance may, but need not, also protect Grantor's interest. If the Trust Property becomes damaged, the coverage Beneficiary purchases may not pay any claim Grantor makes or any claim made against Grantor. Grantor may later cancel this coverage by providing evidence that Grantor has obtained property coverage elsewhere.

Grantor is responsible for the cost of any insurance purchased by Beneficiary. The cost of this insurance may be added to Grantor's loan balance. If the cost is added to Grantor's loan balance, the interest rate on the underlying loan will apply to this added amount. The effective date of coverage may be the date Grantor's prior coverage lapsed or the date Grantor failed to provide proof of coverage.

The coverage Beneficiary purchases may be considerably more expensive than insurance Grantor can obtain on its own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

(2) If Grantor fails to promptly perform any of its obligations under Section 1.9 or 1.12 of this Trust Deed, Beneficiary may require Grantor thereafter to pay and maintain with Beneficiary reserves for payment of such obligations. In that event, Grantor will pay to Beneficiary each month a sum estimated by Beneficiary to be sufficient to produce, at least 20 days before due, an amount equal to the Impositions and/or insurance premiums. If the sums so paid are insufficient to satisfy any Imposition or insurance premium when due, Grantor will pay any deficiency to Beneficiary on demand. The reserves may be commingled with Beneficiary's other funds, and Beneficiary will not be required to pay interest to Grantor on those reserves. Beneficiary will not hold the reserve in trust for Grantor, and Beneficiary will not be the agent of Grantor for payment of the taxes and assessments required to be paid by Grantor.

1.14 Estoppel Certificates. Within five days of Beneficiary's request, Grantor will give Trustee and Beneficiary a written statement, duly acknowledged, of the amount of the obligations secured by this Trust Deed and whether any offsets or defenses exist against the obligations. If Grantor fails to provide this statement within the time allowed, Beneficiary will be authorized, as Grantor's attorney-in-fact, to execute and deliver the statement. On request, Grantor will also use its best efforts to obtain and deliver to Beneficiary a written certificate from each lessee of all or any portion of the Property that its lease is in effect, that there are no defaults by the lessor under the lease, and that rent is not paid more than 30 days in advance.

1.15 Financial Information. Within 90 days after the end of each of Grantor's fiscal years, Grantor will give Beneficiary a complete copy of Grantor's financial statement for the year, audited or reviewed by a certified public accountant (including balance sheet, income

statement, and statement of changes in financial position). Grantor will promptly provide to Beneficiary any and all other financial information that Beneficiary may reasonably request from time to time.

1.16 Condemnation.

(1) If any part of or interest in the Trust Property is taken or damaged by reason of any public improvement, eminent domain, condemnation proceeding, or in any similar manner (a "Condemnation"), or if Grantor receives any notice or other information regarding such action, Grantor will give immediate notice of the action to Beneficiary.

(2) Subject to the rights of any superior mortgagee or trust deed beneficiary as provided in Section 4.10 below, Beneficiary will be entitled to all compensation, awards, and other payments or relief ("Condemnation Proceeds") up to the full amount of the obligations, and will be entitled, at its option, to commence, appear in, and prosecute any Condemnation proceeding in its own or Grantor's name and make any compromise or settlement in connection with such Condemnation. If the Trust Property is taken in its entirety by condemnation, all obligations secured by this Trust Deed, at Beneficiary's election, will become immediately due and collectible.

(3) Beneficiary may, at its sole option, apply the Condemnation Proceeds to the reduction of the obligations in any order that Beneficiary may determine, or apply all or any portion of the Condemnation Proceeds to the cost of restoring and improving the remaining Trust Property. If Beneficiary elects to apply the Condemnation Proceeds to restoration and improvement, the proceeds will be held by Beneficiary and will be released only on any terms and conditions that Beneficiary may require in its sole discretion, including but not limited to prior approval of plans and release or waiver of liens. No Condemnation Proceeds will be released if Grantor is in default under this Trust Deed.

ARTICLE II ASSIGNMENT OF LEASES, RENTS, ISSUES, AND PROFITS

2.1 Assignment. Grantor assigns and transfers to Beneficiary (1) all leases, subleases, licenses, rental contracts, and other agreements, whether now existing or hereafter arising, and relating to the occupancy or use of all or any portion of the Trust Property, including all modifications, extensions, and renewals of them (the "Leases"), and (2) all rents, revenues, issues, profits, income, proceeds, and benefits derived from the Trust Property and the lease, rental, or license of all or any portion of them, including but not limited to lease and security deposits (collectively, the "Rents"). This assignment is intended by Grantor and Beneficiary to create a present and unconditional assignment to Beneficiary, subject only to the license set forth in Section 2.4 below.

2.2 Rights of Beneficiary. Subject to the provisions of Section 2.4 below giving Grantor a revocable, limited license, Beneficiary will have the right, power, and authority to:

(1) Notify any and all tenants, renters, licensees, and other obligors under any of the Leases that the same have been assigned to Beneficiary and that all Rents are to be paid directly to Beneficiary, whether or not Beneficiary has foreclosed or commenced foreclosure proceedings against the Trust Property, and whether or not Beneficiary has taken possession of the Trust Property;

(2) Discount, settle, compromise, release, or extend the time for payment of, any amounts owing under any of the Leases and any Rents, in whole or in part, on terms acceptable to Beneficiary;

(3) Collect and enforce payment of Rents and all provisions of the Leases, and to prosecute any action or proceeding, in the name of Grantor or Beneficiary, with respect to any and all Leases and Rents; and

(4) Exercise any and all other rights and remedies of the lessor in connection with any of the Leases and Rents.

2.3 Application of Receipts. Beneficiary will have the right, power, and authority to use and apply any Rents received under this Trust Deed (1) for the payment of any and all costs and expenses incurred in connection with enforcing or defending the terms of this assignment or the rights of Beneficiary, and in collecting any Rents, and (2) for the operation and maintenance of the Trust Property and the payment of all costs and expenses in connection therewith, including but not limited to the payment of utilities, taxes, assessments, governmental charges, and insurance. After the payment of all such costs and expenses, and after Beneficiary has set up any reserves that it deems necessary in its sole discretion for the proper management of the Trust Property, Beneficiary will apply all remaining Rents collected and received by it to the reduction of the obligations in any order that Beneficiary may determine. Beneficiary's exercise or failure to exercise any of the rights or powers granted in this assignment will not constitute a waiver of default by Grantor under this Trust Deed, the Note, or any of the other Loan Documents.

2.4 License. Beneficiary hereby grants to Grantor a revocable license to collect and receive the Rents. This license may be revoked by Beneficiary, without notice to Grantor, on the occurrence of any event of default under this Trust Deed, including any default by Grantor of its covenants in this Article II. Unless and until the license is revoked, Grantor agrees to apply the proceeds of Rents to the payment of the obligations and to the payment of taxes, assessments, governmental charges, insurance premiums, and other obligations in connection with the Trust Property, and to the maintenance of the Trust Property, before using the proceeds for any other purpose. Grantor agrees to (1) observe and perform every obligation of Grantor under the Leases, (2) enforce or secure at its expense the performance of every obligation to be performed by any

lessee or other party under the Leases, (3) promptly give notice to Beneficiary of any default by any such lessee or other party under any of the Leases, and promptly provide Beneficiary with a copy of any notice of default given to any such lessee or other party, (4) not collect any Rents more than 30 days in advance of the time when they become due, or anticipate any other payments under the Leases, except for bona fide security deposits not in excess of an amount equal to two months' rent, (5) not further assign or hypothecate any of the Leases or Rents, (6) except with Beneficiary's prior written consent, not waive, release, or in any other manner discharge any lessee or other party from any of its obligations under any of the Leases, (7) except with Beneficiary's prior written consent, not modify or amend any of the Leases, (8) except with Beneficiary's prior written consent, not cancel, terminate, or accept surrender of any of the Leases unless Grantor has entered into a Lease for the space to be vacated on terms at least as favorable to Grantor, commencing within 30 days after such cancellation, termination, or surrender, (9) obtain Beneficiary's prior written approval on the form and content of all future leases and any modifications of any present or future leases, (10) deliver copies of all present and future leases to Beneficiary promptly, and (11) appear in and defend, at Grantor's sole cost and expense, any action or proceeding arising out of or in connection with the Leases or the Rents. If any Lease is rejected in any proceeding under the federal Bankruptcy Code or any other federal, state, or local statute, no damage settlement may be made without the prior written consent of Beneficiary. Grantor will request that any check in payment of damages for rejection or termination of any such Lease will be made payable to both Grantor and Beneficiary. Grantor hereby assigns any such payment to Beneficiary.

2.5 Limitation of Beneficiarys Obligations. Notwithstanding the assignment provided for in this Article II, Beneficiary will not be obligated to perform or discharge, and Beneficiary does not undertake to perform or discharge, any obligation or liability with respect to the Leases or the Rents. This assignment will not operate to place responsibility for the control, care, maintenance, or repair of the Trust Property on Beneficiary, or to make Beneficiary responsible for any condition of the Property. Beneficiary will be accountable to Grantor only for the sums actually collected and received by Beneficiary under this assignment. Grantor will hold Beneficiary fully harmless from, indemnify Beneficiary for, and defend Beneficiary against any and all claims, demands, liabilities, losses, damages, and expenses, including attorney fees, arising out of any of the Leases, with respect to any of the Rents, or in connection with any claim that may be asserted against Beneficiary on account of this assignment or any obligation or undertaking alleged to arise therefrom.

2.6 Termination. The assignment provided for in this Article II will continue in full force and effect until all the obligations have been fully paid and satisfied. At that time, this assignment and the authority and powers herein granted by Grantor to Beneficiary will cease and terminate.

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2.7 Attorney-in-Fact. Grantor irrevocably constitutes and appoints Beneficiary (Ricki L. LaZelle, Michael David Schmidli or Rhonda Susan Keller, one signature only required) as its true and lawful attorney-in-fact, with power of substitution, to undertake and execute any and all of the rights, powers, and authorities described in this Article II with the same force and effect as if undertaken or performed by Grantor, and Grantor ratifies and confirms any and all such actions that may be taken or omitted to be taken by Beneficiary, its agents and lawyers.

ARTICLE III EVENTS OF DEFAULT AND REMEDIES

3.1 Events of Default. Each of the following events will constitute an event of default under this Trust Deed and under each of the other obligations:

- (1) **Nonpayment.** Grantor's failure to make payment of that Promissory Note referenced in Section 1.1 above within 5 days after said payment is due.
- (2) **Breach of Other Covenants.** Grantor's failure to perform or abide by any other covenant included in the afore described Promissory Note and Purchase and Sale Agreement referenced in Section 1.1 above, this Trust Deed, and/or any other obligation of Grantor to Beneficiary.
- (3) **Misinformation.** Falsity when made in any material respect of any representation, warranty, or information furnished by Grantor or its agents to Beneficiary in or in connection with any of the obligations.
- (4) **Other Default.** The occurrence of any other event of default under the Note or any of the other obligations.
- (5) **Other Indebtedness, Secondary Financing.** Grantor's default beyond the applicable grace periods in the payment of any other indebtedness owed by Grantor to any person, if the indebtedness is secured by all or any portion of the Trust Property.
- (6) **Bankruptcy.** The occurrence of any of the following with respect to Grantor, any guarantor of the obligations, or the then-owner of the Trust Property: (a) the appointment of a receiver, liquidator, or trustee for any such party or any of its properties; (b) adjudication as a bankrupt or insolvent; (c) the filing of any petition by or against any such party under any state or federal bankruptcy, reorganization, moratorium, or insolvency law; (d) the institution of any proceeding for dissolution or liquidation; (e) the inability to pay debts when due; (f) any general assignment for the benefit of creditors; or (g) abandonment of the Trust Property.
- (7) **Transfer; Due-on-Sale; Due-on-Encumbrance.** Any sale, gift, conveyance, contract for conveyance, transfer, assignment, encumbrance, pledge, or grant of a security interest

in all or any part of the Trust Property, or any interest therein, either voluntarily, involuntarily, or by the operation of law (a "Transfer"), without Beneficiary's prior written consent, will constitute an event of default. For the purpose of clarification, and without limiting the generality of the foregoing, the occurrence at any time of any sale, conveyance, assignment, or other transfer of, or the grant of a pledge of or security interest in, any shares of the capital stock, membership or partnership or other beneficial interest in or of Grantor will be deemed to be a Transfer in violation of this paragraph. The provisions of this subsection (7) will apply to each and every Transfer, regardless of whether or not Beneficiary has consented or waived its rights in connection with any previous Transfer. Beneficiary may attach any conditions to its consent under this subsection (7) that Beneficiary may determine in its sole discretion, including without limitation an increase in the interest rate or the payment of transfer or assumption fees, and the payment of administrative and legal fees and costs incurred by Beneficiary.

3.2 Remedies in Case of Default. If an Event of Default occurs, Beneficiary or Trustee may exercise any one or more of the following rights and remedies, in addition to any other remedies that may be available by law, in equity, or otherwise:

(1) **Acceleration.** Beneficiary may declare all or any portion of the Promissory Notes immediately due and payable.

(2) **Receiver.** Beneficiary may have a receiver appointed for the Trust Property. Beneficiary will be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Trust Property exceeds the amount of the indebtedness secured by this Trust Deed. Employment by Trustee or Beneficiary will not disqualify a person from serving as a receiver. Grantor consents to the appointment of a receiver at Beneficiary's option and waives any and all defenses to such an appointment.

(3) **Possession.** Beneficiary may, either through a receiver or as lender-in-possession, enter and take possession of all or any part of the Trust Property and use, operate, manage, and control it as Beneficiary deems appropriate in its sole discretion. On request after an Event of Default, Grantor will peacefully relinquish possession and control of the Trust Property to Beneficiary or any receiver appointed under this Trust Deed.

(4) **Rents.** Beneficiary may revoke Grantor's right to collect the Rents, and may, either itself or through a receiver, collect the Rents. Beneficiary will not be deemed to be in possession of the Property solely by reason of its exercise of the rights contained in this subsection (4). If Beneficiary collects the Rents under this subsection, Grantor hereby irrevocably appoints Beneficiary as Grantor's attorney-in-fact, with power of substitution, to endorse instruments received in payment of the Rents in the name of Grantor and to negotiate such instruments and collect their proceeds. After payment of all obligations, any remaining amounts will be paid to Grantor and this power will terminate.

(5) **Power of Sale.** Beneficiary may direct Trustee, and Trustee will be empowered, to foreclose this Trust Deed by advertisement and sale under applicable law.

(6) **Foreclosure.** Beneficiary may judicially foreclose this Trust Deed and obtain a judgment foreclosing Grantor's interest in all or any part of the Property and giving Beneficiary the right to collect any deficiency remaining due after disposition of the Trust Property.

(7) **Fixtures and Personal Property.** With respect to any Improvements and other personal property subject to a security interest in favor of Beneficiary, Beneficiary may exercise any and all of the rights and remedies of a secured party under the Uniform Commercial Code.

(8) **Abandonment.** Beneficiary may abandon all or any portion of the Trust Property by written notice to Grantor.

3.3 Sale. In any sale under this Trust Deed or pursuant to any judgment, the Trust Property, to the extent permitted by law, may be sold as an entirety or in one or more parcels and in any order that Beneficiary may choose, without regard to the right of Grantor, any person claiming under Grantor, or any guarantor or surety to the marshaling of assets. The purchaser at any such sale will take title to the Trust Property or the part of it so sold, free and clear of Grantor's estate, the purchaser being hereby discharged from all liability to see to the application of the purchase money. Any person, including Beneficiary and its officers, agents, and employees, may purchase at any such sale. Beneficiary and each of its officers are irrevocably appointed Grantor's attorney-in-fact, with power of substitution, to make all appropriate transfers and deliveries of the Trust Property or any portions of it so sold and, for that purpose, Beneficiary and its officers may execute all appropriate instruments of transfer. Nevertheless, Grantor will ratify and confirm, or cause to be ratified and confirmed, any such sale or sales by executing and delivering, or by causing to be executed and delivered, to Beneficiary or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of Beneficiary, for that purpose.

3.4 Cumulative Remedies. All remedies under this Trust Deed are cumulative and not exclusive. Any election to pursue one remedy will not preclude the exercise of any other remedy. An election by Beneficiary to cure under Section 1.13 will not constitute a waiver of the default or of any of the remedies provided in this Trust Deed. No delay or omission in exercising any right or remedy will impair the full exercise of that or any other right or remedy or constitute a waiver of the default.

3.5 Receiver or Trustee-in-Possession. On taking possession of all or any part of the Trust Property, Trustee, Beneficiary, or a receiver may:

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(1) **Management.** Use, operate, manage, control, and conduct business with the Trust Property and make expenditures for any purpose and for any maintenance and improvements that it deems reasonably necessary.

(2) **Rents and Revenues.** Collect all rents, revenues, income, issues, and profits from the Trust Property and apply those sums to the reasonable expenses of use, operation, management, maintenance, and improvements.

(3) **Construction.** At its option, complete any construction in progress on the Property and, in that connection, pay bills, borrow funds, employ contractors, and make any changes in plans and specifications as it deems appropriate.

(4) **Additional Indebtedness.** If the revenues produced by the Trust Property are insufficient to pay expenses, Beneficiary, Trustee, or the receiver may borrow or advance such sums on any terms that it deems reasonably necessary for the purposes stated in this section. All advances will bear interest, unless otherwise provided, at the rate set forth in the Note, and repayment of those sums will be secured by this Trust Deed.

3.6 Application of Proceeds. All proceeds realized from the exercise of the rights and remedies under Section 3.2 will be applied as follows:

(1) **Costs and Expenses.** To pay all costs of exercising the rights and remedies, including the costs of maintaining and preserving the Trust Property, the costs and expenses of any receiver or lender-in-possession, the costs of any sale, and the costs and expenses provided for in Section 4.7 below.

(2) **Indebtedness.** To pay all obligations, in any order that Beneficiary may determine in its sole discretion.

(3) **Surplus.** The surplus, if any, remaining after satisfaction of all the obligations will be paid to the clerk of the court in the case of a judicial foreclosure proceeding, otherwise to the person or persons legally entitled to the surplus.

3.7 Deficiency. No sale or other disposition of all or any part of the Trust Property pursuant to Section 3.2 will be deemed to relieve Grantor of any of the obligations, except to the extent that the proceeds are applied to the payment of the obligations. If the proceeds of a sale, a collection, or other realization of or on the Trust Property are insufficient to cover the costs and expenses of such realization and the payment in full of the obligations, Grantor will remain liable for any deficiency to the fullest extent permitted by law.

3.8 Waiver of Stay, Extension, Moratorium, and Valuation Laws. To the fullest extent permitted by law, Grantor waives the benefit of any existing or future stay, extension, or

moratorium law that may affect observance or performance of the provisions of this Trust Deed and any existing or future law providing for the valuation or appraisal of the Trust Property before any sale.

ARTICLE IV GENERAL PROVISIONS

4.1 Time Is of the Essence. Time is of the essence with respect to all covenants and obligations of Grantor under this Trust Deed.

4.2 Reconveyance by Trustee. At any time on the request of Beneficiary, payment of Trustee's fees, if any, and presentation of this Trust Deed, without affecting liability of any persons for the payment of the obligations, Trustee may reconvey, without warranty, all or any part of the Trust Property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any facts will be conclusive proof of the truthfulness of them.

4.3 Notice. Except as otherwise provided in this Trust Deed, all notices pertaining to this Trust Deed must be in writing and may be delivered by hand, or mailed by first-class, registered, or certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at its address set forth at the outset of this Trust Deed. Any party may change its address for receiving notices from time to time by notice to the other parties. Notices given by mail in accordance with this paragraph will be deemed to have been given on the date of mailing; notices given by hand will be deemed to have been given when actually received.

4.4 Substitute Trustee. Beneficiary may at any time substitute one or more trustees to execute the trust hereby created, and the new trustee or trustees will succeed to all the powers and duties of the prior trustee or trustees.

4.5 Trust Deed Binding on Successors and Assigns. This Trust Deed is binding on and inures to the benefit of the successors and assigns of Grantor, Trustee, and Beneficiary. If the Trust Property or any portion of it becomes vested in any person other than Grantor, Beneficiary will have the right to deal with the successor regarding this Trust Deed, the Trust Property, and the obligations in any manner that Beneficiary deems appropriate in its sole discretion, without notice to or approval by Grantor and without impairing Grantor's liability for the obligations.

4.6 Indemnity. Grantor will hold Beneficiary and Trustee and their respective directors, officers, employees, agents, and lawyers, harmless from and indemnify them for any and all claims, demands, damages, liabilities, and expenses, including but not limited to attorney fees and court costs, arising out of or in connection with Trustee's or Beneficiary's interest under this Trust Deed, except that Grantor will not be liable for acts performed by Beneficiary or Trustee in violation of applicable law.

COMMERCIAL TRUST DEED AND ASSIGNMENT OF RENTS

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4.7 Expenses and Attorney Fees. If Beneficiary refers any of the obligations to a lawyer for collection or seeks legal advice after a default, if Beneficiary is the prevailing party in any litigation instituted in connection with any of the obligations, or if Beneficiary or any other person initiates any judicial or nonjudicial action, suit, or proceeding in connection with any of the obligations or the Trust Property (including but not limited to proceedings under federal bankruptcy law, eminent domain, under probate proceedings, or in connection with any state or federal tax lien), and Beneficiary employs a lawyer to appear in any such action, suit, or proceeding or to reclaim, seek relief from a judicial or statutory stay, sequester, protect, preserve, or enforce Beneficiary's interests, then in any such event Grantor must pay reasonable attorney fees, costs, and expenses incurred by Beneficiary or its lawyer in connection with the above-mentioned events or any appeals related to them, including but not limited to costs incurred in searching records, the cost of title reports, and the cost of surveyors' reports. Those amounts will be secured by this Trust Deed and, if not paid on demand, will bear interest at the rate specified in the Note.

4.8 Applicable Law. The Trust Deed and the validity, interpretation, performance, and enforcement of the Trust Deed will be governed by Oregon law.

4.9 Captions. The captions to the sections and paragraphs of this Trust Deed are included only for the convenience of the parties and do not define, diminish, or enlarge the rights of the parties or affect the construction or interpretation of any portion of this Trust Deed.

4.10 Rights of Prior Mortgagee. If all or any portion of the Trust Property is subject to a superior mortgage or trust deed specifically permitted in Exhibit B, the rights of Beneficiary with respect to insurance and condemnation proceeds as provided in Sections 1.12 and 1.16, and all other rights granted under this Trust Deed that have also been granted to such a superior mortgagee or trust deed beneficiary, will be subject to the rights of the superior mortgagee or trust deed beneficiary. Grantor hereby authorizes all such superior mortgagees and beneficiaries, on satisfaction of the indebtedness secured by their mortgage or trust deed, to remit all remaining insurance or Condemnation proceeds and all other sums held by them to Beneficiary to be applied in accordance with this Trust Deed.

4.11 Person Defined. As used in this Trust Deed, the word *person* means any natural person, partnership, trust, corporation, limited liability company, or other legal entity of any nature.

4.12 Severability. If any provision of this Trust Deed is held to be invalid, illegal, or unenforceable, that invalidity, illegality, or unenforceability will not affect any other provisions of this Trust Deed, and the other provisions will be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Trust Deed.

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4.13 Entire Agreement. This Trust Deed contains the entire agreement of the parties with respect to the Trust Property. No prior agreement, statement, or promise made by any party to this Trust Deed that is not contained in this Trust Deed will be binding or valid.

4.14 Commercial Property. Grantor covenants and warrants that the Property and Improvements are used by Grantor exclusively for business and commercial purposes. Grantor also covenants and warrants that the Property and Improvements are not now, and at no time in the future will be, occupied as the principal residence of Grantor, Grantor's spouse, or Grantor's minor or dependent child.

5.15 Standard for Discretion. If this Trust Deed is silent on the standard for any consent, approval, determination, or similar discretionary action, the standard will be sole and unfettered discretion as opposed to any standard of good faith, fairness, or reasonableness.

GRANTOR

MDLN of Oregon, LLC, an Oregon limited liability company

By: Nancy Baley By: Don E. Baley

STATE OF OREGON, County of Klamath) ss.

On August 5, 2014, before me personally appeared Nancy Baley, who being duly sworn, stated that she is the member of MDLN of Oregon, LLC, an Oregon limited liability company, and acknowledged the foregoing instrument to be the voluntary act and deed of the company by its members.



Lisa Weatherby
Notary Public for Oregon
My commission expires: 11/20/2015

STATE OF OREGON, County of Klamath) ss.

On August 8, 2014, before me personally appeared Don Baley, who being duly sworn, stated that he is the member of MDLN of Oregon, LLC, an Oregon limited liability company, and acknowledged the foregoing instrument to be the voluntary act and deed of the company by its members.



Lisa Weatherby
Notary Public for Oregon
My commission expires: 11/20/2015

**COMMERCIAL TRUST DEED AND
ASSIGNMENT OF RENTS**

final

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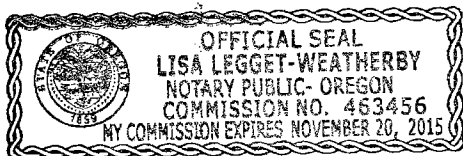
GRANTOR

MDLN of Oregon, LLC, an Oregon limited liability company

By: Mark Latham By: Dawn Prottman

STATE OF OREGON, County of Klamath) ss.

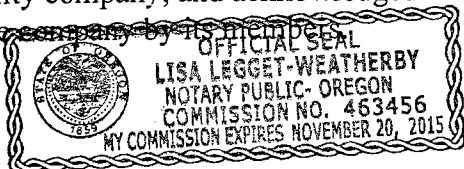
On August 8, 2014, before me personally appeared Mark Prottman who being duly sworn, stated that he is the member of MDLN of Oregon, LLC, an Oregon limited liability company, and acknowledged the foregoing instrument to be the voluntary act and deed of the company by its members.



Lisa Weatherby
Notary Public for Oregon
My commission expires: 11/20/2015

STATE OF OREGON, County of Klamath) ss.

On August 8, 2014, before me personally appeared Dawn Prottman who being duly sworn, stated that she is the member of MDLN of Oregon, LLC, an Oregon limited liability company, and acknowledged the foregoing instrument to be the voluntary act and deed of the company by its members.



Lisa Weatherby
Notary Public for Oregon
My commission expires: 11/20/2015

**COMMERCIAL TRUST DEED AND
ASSIGNMENT OF RENTS**

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