

RECORDING REQUESTED BY:  
AMERITITLE

300 Klamath Ave/PO Box 5017  
Klamath Falls, OR 97601

AFTER RECORDING RETURN TO:  
CASERA, LLC  
c/o 15051 Leffingwell Rd, #201  
Whittier, CA 90604

SEND TAX STATEMENTS TO:  
CASERA, LLC  
c/o 15051 Leffingwell Rd, #201  
Whittier, CA 90604

R526103  
2947 S. 6th Street, Klamath Falls, OR 97601

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SPECIAL WARRANTY DEED - STATUTORY FORM**  
(INDIVIDUAL or CORPORATION)

Omid R. Navran,

Grantor, conveys and warrants to **CASERA, LLC** a CALIFORNIA LIMITED LIABILITY COMPANY

Grantee, the following described real property, free and clear of encumbrances created or suffered by the grantor except as specifically set forth below:

SEE LEGAL EXHIBIT "A" ATTACHED

Subject to:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The true consideration for this conveyance is Nine Hundred Thousand And No/100 Dollars (\$900,000.00).

AmeriTitle 159734AM

**SPECIAL WARRANTY DEED - STATUTORY FORM**  
**(INDIVIDUAL or CORPORATION)**  
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 5-3-17

  
Omid R. Navran

State of \_\_\_\_\_  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by Omid R. Navran.

Notary Public - State of JP G

My Commission Expires: \_\_\_\_\_

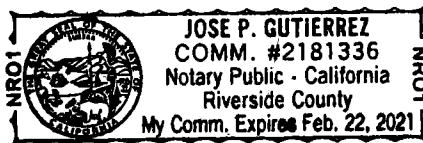
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA, COUNTY OF Riverside  
On 5-03-2017 before me, JOSE P. GUTIERREZ, notary public, personally  
appeared Omid R. Navran

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE 



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Commencing at the Northwest corner of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon and running thence South 00°00 1/2' East along the Westerly boundary of Section 3, 826.8 feet, more or less, to its intersection with a line parallel with and 75 feet distant at right angles Northeasterly from the center line of the Dalles California State Highway, also known as South Sixth Street, as the same is now located and constructed, said parallel line being also the Northerly right of way line of said street and highway; thence South 55°52 1/2' East along said parallel line 1,550.79 feet to the true point of beginning of this description; said point marking boundary between lands of Swan Lake Moulding Company and J.R. and Maude Brown from which point the witness monument cross chiseled in the concrete sidewalk by the Oregon State Highway Department on July 15, 1947, bears South 34°07 1/2' West 10 feet; running thence from said true beginning point North 34°07 1/2' East at right angles to South Sixth Street 175 feet along said boundary to an iron pipe on the Southerly line of Pershing Way; thence North 55°52 1/2' West parallel to South Sixth Street along said Southerly line of Pershing Way 134.55 feet to an iron rod marking the boundary between the lands of Swan Lake Moulding Company and Sheldon and Catherine Brumbaugh; thence along said boundary South 34°07 1/2' West at right angles to South Sixth Street 175 feet to a point on the Northerly line of South Sixth Street from which the witness monument cross chiseled by the Oregon State Highway Department bears South 34°07 1/2' West 10 feet; thence South 55°52 1/2' East along the Northerly line of South Sixth Street 134.55 feet to the true beginning point.

**EXHIBIT "A"**  
**Exceptions**

Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Klamath Irrigation District.  
(Inquiry submitted)

The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.

Agreement between Sheldon Brumbaugh and Katherine Brumbaugh and Swan Lake Moulding Company and J.R. Brown and Maude Brown, including the terms and provisions thereof,

Recorded: July 26, 1946

Instrument No.: Volume 193 Page 63

Ordinance Annexing Certain Territory to the City of Klamath Falls, Ordinance No.09-10, including the terms and provisions thereof,

Recorded: August 11, 2009

Instrument No.: 2009-010783

Rights of tenants, as tenants only, under unrecorded written leases or tenancies.

Leasehold Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:

Amount: \$3,480,000.00

Trustor/Grantor: Evergreen Enterprises, Inc.

Trustee: First American Title Insurance Company

Beneficiary: Citizens Bank, N.A.

Dated: August 16, 2016

Recorded: August 25, 2016

Instrument No.: 2016-009080

Landlord's Consent and Agreement, including the terms and provisions thereof,

Recorded: August 25, 2016

Instrument No.: 2016-009081