

After Recording Return To:

AmeriTitle

1495 NW Garden Valley Blvd.

Roseburg, OR 97470

Mail Tax Statements To:

John and Amber Jacobson

17284 Rustic Lane

Brookings, OR 97415-9250

**TRUST DEED, ASSIGNMENT OF RENTS, SECURITY
AGREEMENT AND FIXTURE FILING**

THIS TRUST DEED is made as of the 28 day of June, 2017, by John Jacobson and Amber Jacobson ("Grantors"), to Sherman Sherman Johnnie & Hoyt, LLP, PO Box 2247, Salem, OR 97308 ("Trustee"), for the benefit of Glen R. Crouch and Sharline J. Crouch, Trustees of the Glen R. Crouch and Sharline J. Crouch Joint Revocable Trust and Henry J. Caldwell, Jr. and Deborah L. Caldwell, Trustees of the Caldwell Family Trust uda January 5, 1996 (collectively "Beneficiary").

WHEREAS, Beneficiary has made a loan to Grantors in the sum of Four Hundred Seventy-Five Thousand and 00/100 Dollars (\$475,000.00), which loan is to be evidenced by a Promissory Note of even date herewith. The loan, if not sooner paid, is due and payable in full on June 20, 2022; and

WHEREAS, as a condition to the making of the loan to Grantors, Beneficiary has required, and Grantors have agreed to provide, this Trust Deed.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, and for the purpose of securing the Obligations described in Section 1.01 below, Grantors hereby irrevocably grant, bargain, sell, convey, assign, and transfers to Trustee in trust for the benefit and security of Beneficiary, with power of sale, all of Grantors' right, title, and interest in and to the real property located in Klamath County, State of Oregon, and more particularly described in Exhibit A attached hereto and incorporated herein, together with (1) all dwellings and other improvements now or hereafter located thereon, (2) all easements, tenements, hereditaments, and appurtenances relating thereto, including water, timber and mineral rights (3) all awards for any taking of all or any portion thereof, and (4) all insurance proceeds for any damage thereto (collectively, 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 shall be paid, performed, and satisfied in full, then the lien and estate hereby granted shall be reconveyed.

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

TO PROTECT THE SECURITY OF THIS TRUST DEED, GRANTORS COVENANT AND AGREE AS FOLLOWS:

ARTICLE I

Particular Covenants and Warranties of Grantors

1.01 Obligations Secured. This Trust Deed secures the payment of all indebtedness, including but not limited to principal and interest, and the performance of all covenants and obligations of Grantors, under the Note to Beneficiary in the amount of \$475,000 of even date herewith, this Trust Deed, and the other Loan Documents, whether such payment and performance is now due or becomes due in the future (collectively, the "Obligations").

1.02 Payment and Performance. Grantors shall pay and perform all of the Obligations when due. A Collection escrow shall be established at AmeriTitle. Grantors shall make all payments required under the Note or this Trust Deed, to AmeriTitle at the address listed in the Note. Grantors and Beneficiary shall share equally in the cost of establishing the collection escrow, the collection escrow's monthly charges, and any close out fees. Beneficiary shall have the right to change the collection escrow company and notify Grantors in writing to make payments elsewhere.

1.03 Property. Grantors warrant that they hold good and merchantable title to the Trust Property, free and clear of all liens, encumbrances, reservations, restrictions, easements, and adverse claims except those specifically listed in Exhibit B attached hereto. Grantors covenant that they shall forever defend Beneficiary's and Trustee's rights hereunder and the priority of this Trust Deed against the adverse claims and demands of all persons.

1.04 Further Assurances. Grantors shall execute, acknowledge, and deliver, from time to time, such further instruments as Beneficiary or Trustee may require to accomplish the purposes of this Trust Deed.

1.05 Compliance with Laws. Grantors represent, warrant, and covenant that the Trust Property is currently in material compliance with, and will at all times be maintained in material compliance with, all applicable laws, and all covenants, conditions, easements, and restrictions affecting the Trust Property.

1.06 Environmental Compliance

(1) For purposes of this section, "Environmental Law" means any federal, state, or local law or regulation now or hereafter at any time pertaining to Hazardous Substances or environmental conditions. For purposes of this section, "Hazardous Substance" includes, without

limitation, any substance that is or becomes classified as hazardous, dangerous, or toxic under any federal, state, or local law or regulation.

(2) Grantors will not use, generate, store, release, discharge, or dispose of on, under, or about the Trust Property or the groundwater thereof any Hazardous Substance and will not permit any other person to do so, except for storage and use of such Hazardous Substances (and in such quantities) as may commonly be used for household purposes, provided such substances are stored and used in compliance with all Environmental Laws. Grantors will keep and maintain the Trust Property in compliance with all Environmental Laws.

(3) Beneficiary shall have the right to participate in any legal proceeding initiated with respect to the Trust Property in connection with any Environmental Law and have its attorney fees paid by Grantors. If, at any time, Beneficiary has reason to believe that any violation of this Section 1.06 has occurred or is threatened, Beneficiary may require Grantors to obtain or may itself obtain, at Grantors' expense, an environmental assessment by a qualified environmental consultant. Grantors shall promptly provide to Beneficiary a complete copy of any environmental assessment obtained by Grantors.

(4) If any investigation, monitoring, containment, cleanup, or other remedial work of any kind is required on the Trust Property under any applicable Environmental Law or by any governmental agency or person in connection with a release of a Hazardous Substance, Grantors shall promptly complete all such work at Grantors' expense.

(5) All representations, warranties, and covenants in this Section 1.06 shall survive the satisfaction of the Obligations, the reconveyance of the Trust Property, or the foreclosure of this Trust Deed.

1.07 Maintenance and Improvements. Except as specifically provided herein, Grantors shall not permit the Trust Property or any part thereof to be removed, demolished, or materially altered without Beneficiary's prior written consent. Grantors shall maintain the Trust Property, and every portion thereof, in good repair and condition, except for reasonable wear and tear, and shall at Beneficiary's election restore, replace, or rebuild the Trust Property or any part thereof now or hereafter damaged or destroyed by any casualty (whether or not insured against or insurable) or affected by any Condemnation (as defined in Article II). Grantors shall not commit or suffer any waste or strip of the Trust Property.

1.08 Liens. Grantors shall pay when due all claims for labor and materials that, if unpaid, might become a lien on the Trust Property. Grantors shall not create or suffer any lien, security interest, or encumbrance on the Trust Property that may be prior to, or on a parity with, the lien of this Trust Deed.

1.09 Impositions. Grantors shall pay when due all taxes, assessments, fees, and other governmental and nongovernmental charges of every nature now or hereafter assessed against any part of the Trust Property or on the lien or estate of Beneficiary or Trustee therein (collectively, the "Impositions"); provided, however, that if by law any such Imposition may be paid in installments, Grantors may pay the same in installments, together with accrued interest on Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing

the unpaid balance thereof, as they become due. Klamath County Real Property taxes shall be paid no less frequently than one-third on November 15, February 15, and May 15 (or the next business day) of each fiscal year. Grantors shall furnish to Beneficiary promptly within 10 days of such payment, 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 Use of Property. Grantor shall not initiate or consent to any rezoning of the Trust Property or any change in any covenant or other public or private restrictions limiting or defining the uses that may be made of the Trust Property without the prior written consent of Beneficiary.

1.11 Insurance

(1) **Property and Other Insurance.** Grantors shall obtain and maintain during the term of this Trust Deed insurance covering the improvements and general liability insurance, in an amount not less than the full remaining principal balance of the Note or, if greater, in the amount of the full replacement cost of the Trust Property, without reduction for co-insurance.

(2) **Insurance Companies and Policies.** All insurance shall be written by a company or companies reasonably acceptable to Beneficiary; shall contain a long form mortgagee endorsement in favor of Beneficiary with proceeds under any policy payable to Beneficiary, subject to the terms of this Trust Deed; shall require 10 days' prior written notice to Beneficiary of cancellation or reduction in coverage; and shall contain a waiver of subrogation. Grantors shall furnish to Beneficiary on request a certificate evidencing the coverage required under this Trust Deed and a copy of each policy.

1.12 Casualty/Loss Restoration

(1) After the occurrence of any casualty to the Trust Property, whether or not covered by insurance, Grantors shall give prompt written notice thereof to Beneficiary. Beneficiary may make proof of loss if it is not made promptly and to Beneficiary's satisfaction by Grantors.

(2) All insurance proceeds with respect to the Trust Property shall be payable to Beneficiary. All insurance proceeds will be held by Beneficiary as collateral to secure performance of the Obligations secured by this Trust Deed. If Grantors are not in default under this Trust Deed, Beneficiary will permit the insurance proceeds to be used by Grantors for repair or restoration of improvements to the property (subject to reasonable disbursement procedures established by Beneficiary, including prior approval of plans and release or waiver of construction liens). Any excess insurance proceeds will be applied by Beneficiary toward payment of all or part of the indebtedness secured by this Trust Deed in any order that Beneficiary may determine.

1.13 Actions to Protect Trust Property; Reserves

(1) If Grantors shall fail to pay, perform, or observe any of its covenants hereunder, Beneficiary may, but shall not be required to, take such actions as it deems appropriate to remedy Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing

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 hereunder, shall be a lien on the Trust Property, shall be secured by this Trust Deed, and shall be paid by Grantors on demand, together with interest thereon at the rate provided in the Note. No payment or other action by Beneficiary under this section shall impair any other right or remedy available to Beneficiary or constitute a waiver of any Event of Default.

(2) If Grantors fail to promptly perform any of its obligations under Section 1.09 or 1.11 of this Trust Deed, Beneficiary may require Grantors thereafter to pay and maintain with Beneficiary reserves for payment of such obligations. In that event, Grantors shall 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, insurance premiums, or both. If the sums so paid are insufficient to satisfy any Imposition or insurance premium when due, Grantors shall pay any deficiency to Beneficiary on demand. The reserves may be commingled with Beneficiary's other funds. Beneficiary shall credit to Grantors interest on such reserves at the minimum rate required from time to time by applicable law. Beneficiary shall not hold the reserves in trust for Grantors, and Beneficiary shall not be the agent of Grantors for payment of the taxes and assessments required to be paid by Grantors.

1.14 Estoppel Certificates. Grantors, within five days of request therefore, shall furnish 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 secured hereby. If Grantors shall fail to furnish such a statement within the time allowed, Beneficiary shall be authorized, as Grantors' attorney-in-fact, to execute and deliver such statement.

1.15 Water Rights. Grantors shall do everything reasonably necessary to preserve and defend all water rights associated with the Property.

ARTICLE II

Condemnation

Should the Trust Property or any part thereof be taken or damaged by reason of any public improvement, eminent domain, condemnation proceeding, or in any other manner (a "Condemnation"), or should Grantors receive any notice or other information regarding such action, Grantors shall give immediate notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefore ("Condemnation Proceeds") up to the full amount of the Obligations, and may appear in any Condemnation proceeding in its own or Grantors' names and make any settlement in connection therewith. Beneficiary may, at its option, apply the Condemnation Proceeds to the Obligations or release the proceeds to Grantors, on such terms and conditions as Beneficiary elects, for restoration of the Trust Property.

ARTICLE III

Leases and Rents

3.01 Assignment of Leases and Rents. Grantors assign to Beneficiary all leases, rental contracts, and other agreements now or hereafter relating to the Trust Property or any portion thereof (the "Leases") and all rents and income derived therefrom (the "Rents"). Beneficiary shall have the right, but shall not be obligated, after the occurrence of an Event of Default, to notify any and all obligors under any of the Leases that the same have been assigned to Beneficiary; to discount, compromise, enforce, and collect the Leases and Rents; and to exercise any and all other rights and remedies of the lessor in connection with any of the Leases and Rents. Beneficiary shall have the right to use and apply any Rents received (1) for any costs and expenses incurred in connection with enforcing this assignment and collecting Rents; (2) for the maintenance of the Trust Property; and (3) for reduction of the Obligations in such order as Beneficiary shall determine. Beneficiary hereby gives Grantors a revocable license to collect and receive the Rents. Such license may be revoked by Beneficiary, without notice to Grantors, upon the occurrence of any Event of Default under this Trust Deed. Grantors agree not to collect any rents more than 30 days in advance. This assignment shall not operate to place responsibility for the care, maintenance, or repair of the Trust Property upon Beneficiary.

3.02 Attorney-in-Fact. Grantors irrevocably constitute and appoint Beneficiary as their true and lawful attorney-in-fact, with power of substitution, to exercise any and all of the rights, powers, and authorities described in this Article III and to endorse any instruments given in payment of any Rents.

ARTICLE IV

Security Agreement and Fixture Filing

To secure the Obligations, Grantors hereby grant to Beneficiary a security interest in all fixtures located on the Trust Property. This Trust Deed shall constitute a security agreement and fixture filing under the Uniform Commercial Code statutes of the state of Oregon. The property subject to this paragraph includes, but is not limited to: Duck blinds; any and all cattle handling equipment, gates, panels, water troughs, solar watering systems and irrigation equipment (if any) situated on the real property described on Exhibit A, attached hereto.

ARTICLE V

Events of Default; Remedies

5.01 Events of Default. Each of the following shall constitute an Event of Default under this Trust Deed and under each of the other Loan Documents:

(1) Nonpayment. Failure of Grantors to pay any of the Obligations on or within 10 days after the due date.

(2) **Breach of Other Covenants.** Failure of Grantors to perform or abide by any other covenant included in the Obligations, including without limitation those covenants in the Note, in this Trust Deed, or in any other Loan Document after 30 days written notice (or if the default cannot reasonably be cured within 30 days, Grantors' failure to make a good faith effort to commence doing so within said 30 days, and completing it within 90 days thereafter).

(3) **Misinformation.** Falsity when made in any material respect of any representation, warranty, or information furnished by Grantors or their agents to Beneficiary in connection with any of the Obligations.

(4) **Other Default.** The occurrence of any other event of default under the Note, the Loan Documents, or any of the other Obligations.

(5) **Other Indebtedness, Secondary Financing.** Grantors may encumber the Property with a lien junior to the lien created by this Deed of Trust without creating a default hereunder; however, in no event will Beneficiary subordinate this Deed of Trust to other financing. Moreover, Grantors' default beyond applicable grace periods in the payment of any other indebtedness secured by all or any portion of the Trust Property, shall be an event of default.

(6) **Bankruptcy.** The occurrence of any of the following with respect to Grantors, any guarantor of the Obligations, or the then owner of the Trust Property: (a) appointment of a receiver, liquidator, or trustee for any such party or any of its properties; (b) adjudication as a bankrupt or insolvent; (c) filing of any petition by or against any such party under any state or federal bankruptcy, reorganization, moratorium, or insolvency law; (d) inability to pay debts when due; or (e) any general assignment for the benefit of creditors.

(7) **Transfer; Due-on-Sale.** Except as specifically provided herein, any sale, gift, conveyance, contract for conveyance, transfer, or assignment of the Trust Property, or any part thereof or any interest therein, either voluntarily, involuntarily, or by the operation of law (a "Transfer"), without Beneficiary's prior written consent is expressly prohibited and may result in acceleration of the indebtedness. Any lease containing an option to purchase the Trust Property or any portion thereof, shall be a Transfer. The provisions of this subsection (7) shall 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 such conditions to its consent under this subsection (7) as 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.

5.02 Notices in Event of Grantors' Default. If an Event of Default shall occur, prior to acceleration, Beneficiary shall provide 10 days written notice with chance to cure upon Grantors' failure to pay any of the Obligations within 10 days after the due date; and upon Grantors' failure to perform or abide by any other covenant included in their obligations under this Trust Deed securing the Note of even date herewith, Beneficiary shall provide 30 days written notice.

5.03 Remedies in Case of Default. If an Event of Default shall occur, Beneficiary or Trustee, as the case may be, 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 Obligations immediately due and payable.

(2) **Rents.** Beneficiary may revoke Grantors' right to collect the Rents, and may collect the Rents. Beneficiary shall not be deemed to be in possession of the Trust Property solely by reason of exercise of the rights contained in this subsection (2).

(3) **Power of Sale.** Beneficiary may direct Trustee, and Trustee shall be empowered, to foreclose the Trust Property by advertisement and sale under applicable law.

(4) **Foreclosure.** Beneficiary may judicially foreclose this Trust Deed and obtain a judgment foreclosing Grantors' interest in all or any part of the Trust Property.

(5) **Fixtures and Personal Property.** With respect to any fixtures or other 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.

5.04 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 such order as Beneficiary may elect. The purchaser at any such sale shall take title to the Trust Property or the part thereof so sold, free and clear of the estate of Grantors, the purchaser being hereby discharged from all liability to see to the application of the purchase money. Any person, including Beneficiary, may purchase at any such sale. Beneficiary is hereby irrevocably appointed Grantors' attorney-in-fact, with power of substitution, to make all appropriate transfers and deliveries of the Trust Property or any portions thereof so sold. Nevertheless, Grantors shall ratify and confirm any such sale or sales by executing and delivering to Beneficiary or to such purchaser or purchasers all such instruments requested by Beneficiary for such purpose.

5.05 Cumulative Remedies. All remedies under this Trust Deed are cumulative. Any election to pursue one remedy shall not preclude the exercise of any other remedy. No delay or omission in exercising any right or remedy shall impair the full exercise of that or any other right or remedy or constitute a waiver of any Event of Default.

5.06 Application of Proceeds. All proceeds from the exercise of the rights and remedies under this Article V shall be applied (1) to costs of exercising such rights and remedies; (2) to the Obligations, in such order as Beneficiary shall determine in its sole discretion; and (3) the surplus, if any, shall be paid to the clerk of the court in the case of a judicial foreclosure proceeding, otherwise to the person or persons legally entitled thereto.

ARTICLE VI

General Provisions

6.01 Time is of the Essence. Time is of the essence with respect to all covenants and obligations of Grantors under this Trust Deed.

6.02 Repayment in Full and Reconveyance. At any time prior to the Maturity Date of the Loan, Beneficiary shall, at Borrower's request, issue a release from the lien of the Deed of Trust the Property; provided, however, that prior to or simultaneously with such release: (a) no Default, as defined herein shall exist under the Note or this Deed of Trust; (b) Beneficiary shall have received the outstanding principal balance of the Note, together with all accrued and unpaid interest, and any and all other sums due and owing under the Note or this Deed of Trust, together with all escrow, closing and recording costs, the costs of preparing and delivering such release; (c) Beneficiary shall have received a written release satisfactory to Beneficiary of any set aside letter, letter of credit or other form of undertaking which Beneficiary has issued to any surety, governmental agency or any other party in connection with the Loan and/or the Property .

6.03 Notice. Except as otherwise provided in this Trust Deed, all notices shall be in writing and may be delivered by hand, or mailed by first-class 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 such notices from time to time by notice to the other parties. Notices given by mail in accordance with this paragraph shall be deemed to have been given upon the date of mailing; notices given by hand shall be deemed to have been given when actually received.

6.04 Substitute Trustee. In the event of dissolution or resignation of Trustee, Beneficiary may substitute one or more trustees to execute the trust hereby created, and the new trustee(s) shall succeed to all the powers and duties of the prior trustee(s).

6.05 Trust Deed Binding on Successors and Assigns. This Trust Deed shall be binding on and inure to the benefit of the heirs, legatees, personal representatives, successors, and assigns of Grantors, Trustee, and Beneficiary.

6.06 Indemnity. Grantors shall, to the fullest extent allowed by law, hold Beneficiary and Trustee and, if either is a corporation or other legal entity, their respective directors, officers, employees, agents, and attorneys 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 interests and rights under this Trust Deed.

6.07 Expenses and Attorney Fees. Grantors shall pay all fees and expenses, taxes, assessments, and charges arising out of or in connection with the execution, delivery, and recording of this Trust Deed. If Beneficiary refers any of the Obligations to an attorney for collection or seeks legal advice following 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 bankruptcy, eminent domain, or probate proceedings), and an attorney is employed by Beneficiary to appear in any such proceeding or seek relief from a judicial or statutory stay, or otherwise enforce Beneficiary's interests, then in any such event Grantors shall pay reasonable attorney fees, costs, and expenses incurred by Beneficiary in connection with the above mentioned events and any appeals. Such amounts shall be secured by this Trust Deed and, if not paid upon demand, shall bear interest at the rate specified in the Note.

6.08 Applicable Law. This Trust Deed shall be governed by the laws of the state of Oregon.

6.09 "Person" Defined. As used in this Trust Deed, the word "person" shall mean any natural person, partnership, trust, corporation, or other legal entity of any nature.

6.10 Severability. If any provision of this Trust Deed shall be held to be invalid, illegal, or unenforceable, the other provisions of this Trust Deed shall not be affected.

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

6.12 Joint and Several Liability. In the event this Trust Deed is executed by two or more persons as Grantor, all of such persons shall be liable, jointly and severally, for payment of all sums and performance of all other covenants in this Trust Deed.

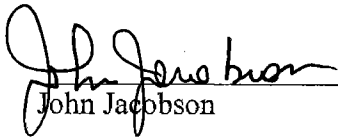
6.13 Standard for Discretion. In the event this Mortgage is silent on the standard for any consent, approval, determination, or similar discretionary action, the standard shall be sole and unfettered discretion as opposed to any standard of good faith, fairness, or reasonableness.

6.14 ORS 93.040 Warning. 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

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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.

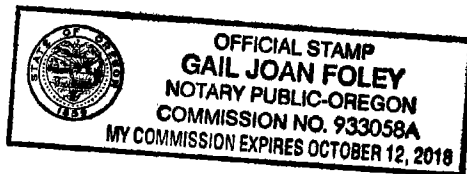
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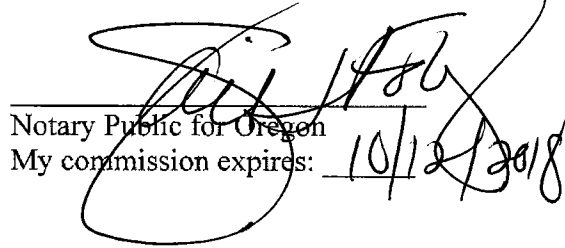

John Jacobson


Amber Jacobson

STATE OF OREGON)
County of Curry) ss.

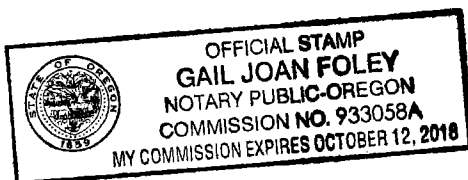
The foregoing instrument was acknowledged before me this 28th day of June, 2017, by John Jacobson.




Notary Public for Oregon
My commission expires: 10/12/2018

STATE OF OREGON)
County of Curry) ss.

The foregoing instrument was acknowledged before me this 28th day of June, 2017, by Amber Jacobson.



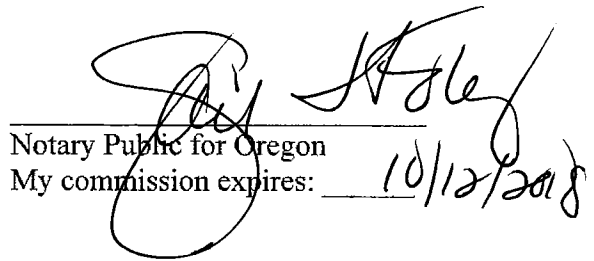

Notary Public for Oregon
My commission expires: 10/12/2018

EXHIBIT "A"
LEGAL DESCRIPTION

The following described real property in Klamath County, Oregon:

The Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon:

Section 32: The S1/2 of the SW1/4 lying East of the center thread of Sprague River, and the SE1/4 lying South of the center thread of Sprague River.

Section 33: the W1/2 of the SW1/4 lying South of the center thread of Sprague River, and the NE1/4 of the SW1/4 and the SE1/4 of the SW1/4 lying South and West of the center thread of Sprague River;

Excepting therefrom the NE1/4 of the SW1/4 of said Section 33.

Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon:

Section 4: Lots 2 and 3 lying North and West of the center thread of Sprague River, that part of the NW1/4 of the NW1/4 and S1/2 of the NW1/4 lying North and West of the center thread of Sprague River, and the NW1/4 of the SW1/4 lying North of the center thread of Sprague River.

Section 5: The NE1/4; the E1/2 of the NW1/4 lying East of the center thread of Sprague River.

EXHIBIT B - EXCEPTIONS

1. Rights of the public and governmental bodies in and to that portion of said premises now or at any time lying below the high water line of Sprague River, including any ownership rights which may be claimed by the State of Oregon as to any portion now or at any time lying below the ordinary high water line.

Such rights and easements for navigation and fishing as may exist over that portion of the property now or at any time lying beneath the waters of Sprague River.

All matters arising from any shifting in the course of Sprague River including but not limited to accretion, reliction and avulsion.

2. 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.

3. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:

Granted To: Pacific Power & Light Company

Recorded: August 11, 1996

Volume: M66, page 8170

4. Agreement and the terms and conditions contained therein

Between: Gordon Westerling, et ux.

And: Richard Cabral

Purpose: Easement

Recorded: October 19, 1994

Volume: M94, page 32431

5. Agreement and the terms and conditions contained therein

Between: Gordon Westerling, et ux

And: Richard Cabral

Purpose: Easement

Recorded: October 19, 1994

Volume: M94, page 32436

6. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:

Granted To: The United States of America, by and through the Commodity
Credit Corporation

Recorded: April 12, 2005

Volume: M05, page 25111

7. Agreement and the terms and conditions contained therein

Between: John Fugatt, et ux.

And: Glen R. Crouch, et al.

Purpose: Roadway Easement

Recorded: August 26, 2015

Instrument No.: 2015-009515