



Recording Requested By:  
JASON W. HARREL, ESQ.

10/15/2018 09:58:53 AM

Fee: \$107.00

When Recorded Return To:  
JASON W. HARREL, ESQ.  
Calone & Harrel Law Group, LLP  
1810 Grand Canal Blvd., # 6  
Stockton, CA 95207

**Assessor's Parcel Number(s):**

**3909-0070-01700; 3909-00700-01800**

**MEMORANDUM OF REAL PROPERTY SALES  
PROCEEDS SHARING AGREEMENT**

This MEMORANDUM OF REAL PROPERTY SALES PROCEEDS SHARING AGREEMENT (this "Memorandum") is made and entered into by and between 5 STAR OR, LLC, a California limited liability company ("5 Star") and THELMA M. STEWART, Trustee of the THELMA M. STEWART SEPARATE PROPERTY TRUST DATED AUGUST 9, 1994 (the "Stewart Trust") (5 Star and the Stewart Trust may be collectively referred to as the "Parties" or individually as a "Party") to witness that:

1. **Purpose of Memorandum.** This Memorandum is for the purpose of providing a public record of the REAL PROPERTY SALES PROCEEDS SHARING AGREEMENT of even date herewith between the Parties (the "Agreement"), all of the terms and conditions of which Agreement are made a part hereof as though fully set forth herein, and this Memorandum in no way modifies the express and particular terms, conditions and provisions of the Agreement.

2. **Premises.** The real properties the subject of the Agreement are located in Klamath County, Oregon (the "Properties"), more particularly described in Exhibit "A," and commonly known as Assessor Parcel Numbers R-3909-000700-01800 and 3909-000700-01700.

3. **Notice of Pending Sale.** Reference is made to Section 3 of the Agreement where notice of any pending sale or option concerning a sale of the Properties is required to be provided to the Stewart Trust within five (5) days of purchaser and seller entering into any agreement concerning the purchase, transfer, or option to purchase or transfer any of the Properties. Any purported transferee of 5 Star is hereby put on notice to contact the Stewart Trust at 1067 Bristol Avenue, Stockton, CA 95204 and its attorney, Jason W. Harrel at the address noted for recording, to ascertain the terms of the Agreement and its encumbrance on the Properties.


4. **Successors and Assignees.** This Memorandum shall be binding upon the heirs, successors and assigns of 5 Star and the Stewart Trust. The benefits hereof may not be assigned

by either Party without the written consent of the other. Upon written consent of assignment, the provisions of the Agreement shall inure to the benefit of said assignee.

5. **Conflicts**. This Memorandum is not a complete summary of the Agreement. Provisions of this Memorandum shall not be used in interpreting the Agreement provisions. To the extent there is any conflict between this Memorandum and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall prevail and be deemed controlling.

EXECUTED in the City of Stockton, County of San Joaquin, State of California on the date indicated opposite each Parties signature.

**“STEWART TRUST”**

  
\_\_\_\_\_  
THELMA M. STEWART, Trustee of the  
THELMA M. STEWART SEPARATE  
PROPERTY TRUST DATED AUGUST 9, 1994

Dated: 9/12/2018

**“5 STAR”**

5 STAR OR, LLC, a  
California limited liability company

By: \_\_\_\_\_  
TERRY McDONALD, Manager

Dated: \_\_\_\_\_

by either Party without the written consent of the other. Upon written consent of assignment, the provisions of the Agreement shall inure to the benefit of said assignee.

5. **Conflicts**. This Memorandum is not a complete summary of the Agreement. Provisions of this Memorandum shall not be used in interpreting the Agreement provisions. To the extent there is any conflict between this Memorandum and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall prevail and be deemed controlling.

EXECUTED in the City of Stockton, County of San Joaquin, State of California on the date indicated opposite each Parties signature.

**“STEWART TRUST”**

\_\_\_\_\_  
THELMA M. STEWART, Trustee of the  
THELMA M. STEWART SEPARATE  
PROPERTY TRUST DATED AUGUST 9, 1994

Dated: \_\_\_\_\_

**“5 STAR”**

5 STAR OR, LLC, a  
California limited liability company

By:   
\_\_\_\_\_  
TERRY McDONALD, Manager

Dated: 9/21/18

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.

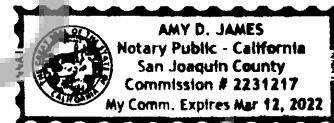
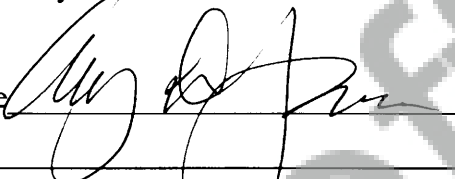
STATE OF CALIFORNIA  
COUNTY OF SAN JOAQUIN

On 9/12, 2018, before me, Amy D. James, Notary Public, personally appeared THELMA M. STEWART, 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



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 SAN JOAQUIN

On \_\_\_\_\_, 2018, before me, \_\_\_\_\_, Notary Public, personally appeared TERRY MCDONALD, 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 \_\_\_\_\_

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 SAN JOAQUIN

On \_\_\_\_\_, 2018, before me, \_\_\_\_\_, Notary Public, personally appeared THELMA M. STEWART, 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 \_\_\_\_\_

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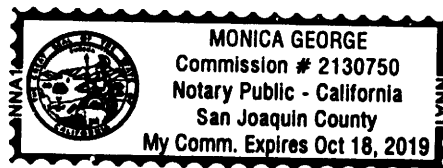
STATE OF CALIFORNIA  
COUNTY OF SAN JOAQUIN

On September 21, 2018, before me, Monica George, Notary Public, personally appeared TERRY MCDONALD, 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" TO**  
**MEMORANDUM OF REAL PROPERTY SALES**  
**PROCEEDS SHARING AGREEMENT**

**LEGAL DESCRIPTIONS**

**PARCEL 2:**

A portion of land situated in the Southeast Quarter of Section 7, Township 39 South, Range 9 East, Willamette Meridian, in the City of Klamath Falls, Klamath County, Oregon, and being more particularly described as follows:

Parcel 2 as shown on Land Partition 35-17, "Land Partition 35-17 for 5 Star OR, LLC", filed on April 19, 2018, as Document No. 2018-004755, Official Records of Klamath County, Oregon

APN: R-3909-000700-01800

**PARCEL 3:**

A portion of land situated in the Northwest Quarter of the Southeast Quarter of Section 7, Township 39 South, Range 9 East, Willamette Meridian, in the City of Klamath Falls, Klamath County, Oregon, and being more particularly described as follows:

Parcel 3 as shown on Land Partition 35-17, "Land Partition 35-17 for 5 Star OR, LLC", filed on April 19, 2018, as Document No. 2018-004755, Official Records of Klamath County, Oregon

APN: R-3909-000700-01700