

2019-003464

Klamath County, Oregon

03/29/2019 02:09:02 PM

Fee: \$132.00

WHEN RECORDED MAIL TO:

Stancorp Mortgage Investors, LLC
19225 N.W. Tanasbourne Drive
Hillsboro, Oregon 97124

Attn: **Closing Dept., T3A**

SIC Loan No. **W8112101**

ASSIGNMENT OF LESSOR'S INTEREST IN LEASES

THIS ABSOLUTE ASSIGNMENT made this **March 11, 2019**, is between **CH Town & Country, LLC, a Delaware limited liability company** ("Assignor"), whose address is: 904 Silver Spur Road, #244, Rolling Hills Estates, CA 90274 and **Standard Insurance Company, an Oregon corporation** ("Assignee"), whose address is: 19225 N.W. Tanasbourne Drive, Hillsboro, Oregon 97124.

The Tax Account Numbers for the property subject to this instrument are:
R887754, R528628, R528441, R528450.

Commonly known as: **3810-3950 South 6th Street, Klamath Falls, Oregon, 97603**

Assignor, for good and valuable consideration, receipt of which is acknowledged, grants, transfers and absolutely and unconditionally assigns to Assignee all of Assignor's right, title and interest in and to **any existing and all future recorded and/or unrecorded leases entered into on all or any part of the subject property referenced below during the term of the loan referenced below**, together with (a) all rents, income, contract rights, issues, security deposits and profits arising from the leases and renewals thereof; (b) all rents, income, contract rights, issues, security deposits and profits for the use and occupation of the premises described in the leases or in the Deed of Trust (defined below) (which term is construed to include a mortgage, as the case may be) described below and from all leases upon the real property described below, or any part thereof, which are now executed or which may hereafter during the term of this Assignment be executed; and (c) the guaranties of tenants' performance under the leases, if any. The leases described above, any modifications, extensions or renewals thereof and any lease subsequently executed during the terms of this Assignment covering the real property described below are hereinafter collectively referred to as the "Lease".

This Assignment is made and proceeds may be applied, in such order of priority as Assignee may elect:

- (a) Payment of the indebtedness evidenced by a certain **Line of Credit Note** (the "Note"), including any modifications, extensions or renewals thereof, in the original principal sum of **Five Million Two Hundred Thousand and No/100ths Dollars (\$5,200,000.00)** made by the Assignor first referenced above to Assignee, dated **March 11, 2019**, and secured by a **Line of Credit Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing** (the "Deed of

Trust") on real property situated in the City of **Klamath Falls**, County of **Klamath**, State of Oregon, described as follows (the "Real Property"):

See Exhibit "A" attached hereto and by this reference made a part hereof for legal description.

The Note may be secured by a security agreement or agreements covering personal property located on or related to the Real Property and by any security instruments. The Deed of Trust, this Assignment, security agreement(s) (if any) and any security instruments are hereinafter collectively referred to as the "Security Instruments";

- (b) Payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of this Assignment or of the Note or the Security Instruments; and
- (c) Performance and discharge of each and every condition, obligation, covenant, promise and agreement of Assignor contained herein or in the Note or the Security Instruments.

Assignor agrees as follows:

1. Assignor's Warranties. Assignor warrants that: (a) Assignor has good title to the Lease hereby assigned and good right to assign the same, and no other person, firm or corporation has any right, title or interest therein; (b) Assignor has duly and punctually performed all the terms, covenants, conditions and warranties of the Lease on Assignor's part to be kept, observed and performed; (c) Assignor has not previously sold, assigned, transferred, mortgaged or pledged the rents from the Real Property, whether now due or hereafter to become due; (d) the Lease is valid and enforceable and has not been altered, modified or amended in any manner whatsoever save as herein set forth; (e) the lessee named therein is not in default under any of the terms, covenants, or conditions thereof; and (f) no rent reserved in the Lease has been assigned or anticipated and no rent for any period subsequent to the date of this Assignment has been collected in advance of the time when the same became due under the terms of the Lease.

2. Assignor's Covenants of Performance. Assignor covenants with Assignee: (a) to observe and perform all the obligations imposed upon the lessor under the Lease and not to do or permit to be done anything to impair the Lease, this Assignment, or Assignor's obligations hereunder; (b) not to collect any of the rent, income and profit, under the license granted hereunder or otherwise, arising or accruing under the Lease or from the Real Property in advance of the time when the same become due; (c) not to execute any other assignment of lessor's interest in the Lease or assignment of rents arising or accruing from the Lease or from the Real Property; (d) not to materially alter, modify or change the terms of the Lease or cancel or terminate the same or accept a surrender thereof without the prior written consent of Assignee; (e) at Assignee's request, to assign and transfer to Assignee any and all subsequent leases upon all or any part of the Real Property and to execute and deliver at the request of Assignee all such further assurances and assignments as Assignee may from time to time require; (f) to enforce or secure in the name of Assignee (upon notice to Assignee) the performance of each and every obligation, term, covenant, promise, condition and agreement in the Lease by any tenant to be performed, and to notify Assignee of the occurrence of any default under the Lease; (g) to appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Lease or the obligations, duties or

liabilities of Assignor, and, upon request by Assignee, to do so in the name and on behalf of Assignee, but in all cases at the expense of Assignor; (h) to pay all costs and expenses of Assignee, including attorney's fees in a reasonable sum, in any action or proceeding in which Assignee may appear in connection herewith whether incurred at trial, on appeal, discretionary review, or otherwise; (i) not to enter into any lease for a term in excess of three (3) years for fifteen percent (15%) or more of the net rentable area of the Real Property without the prior written consent of Assignee; and/or (j) neither to create nor permit any lien, charge or encumbrance upon its interest as lessor of the Lease except the lien of the Security Instruments or as permitted in the Security Instruments.

3. License to Collect Rents. This Assignment is absolute and effective immediately. Nevertheless, so long as there is no default by Assignor in the payment of the principal sum, interest and any indebtedness described in the Note and Deed of Trust (the "Indebtedness") and by the Security Instruments or in the performance of any obligation, covenant or agreement herein or contained in the Note and Security Instruments or in the Lease on the part of Assignor to be performed, Assignee grants Assignor the right under a revocable license granted hereby (but limited as provided in the following paragraph) to collect, but not prior to accrual, all of the rents arising from or out of the Lease, or any renewals, extensions and replacements thereof, or from or out of the Real Property or any part thereof; and Assignor will receive such rents and will hold them, as well as the right and license to receive them, as a trust fund for Assignee to be applied, **firstly** to the payment of taxes and assessments upon the Real Property before penalty or interest is due thereon; **secondly** to the cost of insurance, maintenance and repairs required by the terms of the Deed of Trust; **thirdly** to the satisfaction of all obligations specifically set forth in the Lease; and **fourthly** to the payment of interest, principal and other fees and costs becoming due on the Note and Deed of Trust, before using any part of the same for any other purposes.

4. Performance and Termination of License. Upon the permitted conveyance by Assignor and its successors and assigns of the fee title of the Real Property, all right, title, interest and powers granted under the license aforesaid automatically passes to and may be exercised by each such subsequent owner; and upon or at any time after default in the payment of any Indebtedness or in the observance or performance of any obligation, term, covenant, condition or warranty herein, in the Note and Deed of Trust or in the Lease, Assignee, at its option and without notice, has the complete right, power and authority hereunder to exercise and enforce any or all of the following rights and remedies at any time:

- (a) to terminate the license granted to Assignor to collect the rents without taking possession of the Real Property, and to demand, collect, receive, sue for, attach and levy against the rents in Assignee's own name; to give proper receipts, releases and acquittances therefor; and after deducting all necessary and proper costs and expenses of operation and collection as determined by Assignee, including attorney's fees (whether incurred at trial, on appeal, discretionary review, or otherwise), to apply the net proceeds thereof, together with any funds of Assignor deposited with Assignee, upon any Indebtedness and in such order as Assignee may determine;
- (b) to declare all sums of the Indebtedness immediately due and payable and, at its option, exercise all or any of the rights and remedies contained in the Note and Deed of Trust;

- (c) without regard to the adequacy of any security or the solvency of Assignor, with or without any action or proceeding through any person or by agent, or by the trustee under the Deed of Trust, or by a receiver to be appointed by a court, and without regard to Assignor's possession, to enter upon, take possession of, manage and operate the Real Property or any part thereof, make, modify, enforce, cancel, or accept surrender of any lease now or hereafter in effect on the Real Property or any part thereof; remove and evict any lessee or tenant; increase or decrease rents; decorate, clean and repair; and otherwise do any act or incur any reasonable costs or expenses as Assignee deems proper to protect the Lease and/or rents, as fully and to the same extent as Assignor could do if in possession; and in such event, to apply the rents so collected in such order as Assignee deems proper to the operation and management of the Real Property, including the payment of reasonable management, brokerage and attorneys fees (whether incurred at trial, on appeal, discretionary review or otherwise), payment of the indebtedness under the Note and Deed of Trust, and payment to a reserve fund for replacements, which fund will not bear interest; and
- (d) require Assignor to transfer all security deposits to Assignee, together with all records evidencing such deposits.

5. Present Assignment. This Assignment constitutes a perfected, absolute and present assignment, subject to the revocable license granted above. Any security deposits received by Assignor prior to an event of default are assigned to and will be promptly paid over to Assignee immediately upon the occurrence of an event of default. Any rents which accrue prior to an event of default under the Deed of Trust but are paid thereafter will be promptly paid to the Assignee. Except as permitted in Section 2 above, Assignor hereby releases and surrenders to Assignee all rights to amend, modify or in any way alter the Leases without the prior written consent of the Assignee.

6. Default Not Cured By Collection. The collection of rents and application as aforesaid and/or the entry upon and taking possession of the Real Property will not cure or waive any default; or waive, modify or affect any notice of default required under the Note and Deed of Trust; or invalidate any act done pursuant to such notice. The enforcement of any right or remedy by Assignee, once exercised, will continue until Assignee has collected and applied such rents as may have cured (for the time) the original default. Although the original default be cured and the exercise of any such right or remedy be discontinued, the same or any other right or remedy hereunder will not be exhausted and may be reasserted at any time and from time to time following any subsequent default. The rights and powers conferred on Assignee hereunder are cumulative and not in lieu of any other rights and powers otherwise granted Assignee.

7. Effect of Assignment. The acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, is not, prior to entry upon and taking possession of the Real Property by Assignee, deemed or construed to constitute Assignee a "Mortgagee in Possession."

Assignee is not liable for any loss sustained by Assignor resulting from Assignee's failure to let the Real Property after default or from any act or omission of Assignee in managing the Real Property after default unless such loss is caused by the willful misconduct and bad faith of Assignee. Assignee is not obligated to perform or discharge, nor does Assignee undertake to perform or discharge any obligation, duty, or liability under the Lease, or under or by reason of this Assignment, or to assume any obligation or responsibility for any security

deposits or other deposits delivered to Assignor by any lessee and not assigned and delivered to Assignee. This Assignment does not operate to place responsibility for the control, care, management or repair of the Real Property upon Assignee, nor for the carrying out of any of the terms and conditions of the Lease; nor does it operate to make Assignee responsible or liable for any waste committed on the Real Property by the tenants or any parties, or for any dangerous or defective condition of the Real Property, or for any negligence in the management, upkeep, repair or control of the Real Property, resulting in loss or injury or death to any tenant, licensee, employee or stranger.

8. Indemnification. Assignor hereby agrees to defend, indemnify and hold Assignee harmless from any and all liability, loss, damage and expense which Assignee may incur under, by reason of, or in defense of any and all claims and demands whatsoever that may be asserted against Assignee by third parties arising out of the Lease, including, but not limited to, any claims by any tenants of credit for rental for any period under any lease more than one (1) month in advance of the due date thereof paid to and received by Assignor but not delivered to Assignee. Should Assignee incur any such liability, loss, damage or expense, the amount thereof (including attorneys fees, whether incurred at trial, on appeal, discretionary review or otherwise) with interest thereon at the Default Rate (as defined in the Note) will be payable by Assignor to Assignee immediately without demand, and are secured by the Deed of Trust.

9. Termination of Assignment, Payment of Rent. Upon payment in full of the principal sum, interest and the Indebtedness and by the Security Instruments, this Assignment will become null and be void and of no effect, but the affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing any part of said principal, interest or indebtedness to remain unpaid will be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon. Assignor hereby authorizes and directs the lessee named in the Lease or any other or future lessee or occupant of the premises described therein or in the Deed of Trust, upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Note and Security Instruments and that a default exists thereunder or under this Assignment, to pay over to Assignee all rents, income, contract rights, issues, security deposits and profits arising or accruing under the Lease or from the premises described therein or in the Deed of Trust and to continue to do so until otherwise notified by Assignee.

10. Assignee's Right to Deal With Security. Assignee may take or release security for the payment of the principal sum, interest and any Indebtedness and by the Security Instruments, may release any party primarily or secondarily liable therefor and may apply any security held by it to the satisfaction of such principal sum, interest or indebtedness without prejudice to any of its rights under this Assignment.

11. Cross Default. Breach of any term, covenant, or condition herein contained by Assignor constitutes a default under the Note and each of the Security Instruments, and a default under any of said documents constitutes a default hereunder.

12. No Waiver. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder will be deemed to be a waiver by Assignee of its rights and remedies under the Note and Security Instruments. This Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Note and Security Instruments. The right of Assignee to collect the principal sum, interest, and any Indebtedness and by the Security

Instruments, and to enforce any security therefore held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

13. Conflict With Deed of Trust. In the case of any conflict between the terms of this instrument and the terms of the Deed of Trust, the terms of this Assignment prevail.

14. Notice. All notices required or permitted under this Assignment must be in writing and may be telecopied, cabled, delivered by hand, or mailed by first class registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Assignor:

CH Town & Country, LLC
904 Silver Spur Road, #244
Rolling Hills Estates, CA 90274

If to Assignee:

Standard Insurance Company
Attn: Mortgage Loan Servicing T3A
19225 NW Tanasbourne Drive
Hillsboro, OR 97124

Changes in the respective addresses to which such notices must be directed may be made from time to time by any party by notice to the other parties given at least ten (10) days before such change of address is to become effective. Notices and consents given by mail in accordance with this paragraph will be deemed to have been given three (3) days after the date of dispatch; notices given by any other means will be deemed to have been given when received.

15. Severability. If any provision of this Assignment or the application thereof to any entity, person or circumstance is held to be invalid, illegal or unenforceable in any respect, the remainder of this Assignment and the application of such provision to other entities, persons or circumstances shall not be affected thereby and will be enforced to the greatest extent permitted by law.

16. Construction. Whenever used herein and whenever the context so requires, the singular number includes the plural, the plural the singular, and the use of any gender includes all genders. All obligations of each Assignor hereunder shall be joint and several.

17. Governing Law. The law of the State of Oregon governs the validity, interpretation, construction and performance of this Assignment. Assignor irrevocably submits to the jurisdiction of any state or federal court in the State where the Property is located in any action or proceeding brought to enforce or otherwise arising out of or relating to this Assignment, and waives any claim that such forum is an inconvenient forum.

18. Entire Agreement. This Assignment constitutes the entire and complete agreement concerning the assignment of rents and leases between the parties hereto. No variations, modifications or changes herein or hereof are binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

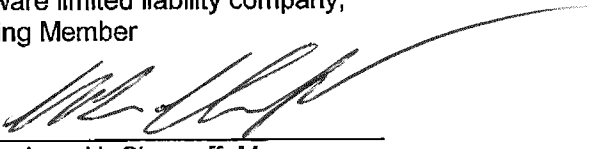
(SIGNATURES ON FOLLOWING PAGE)

19. Assignment Binds Successors. This Assignment, together with the covenants and warranties herein contained, inures to the benefit of Assignee and any subsequent holder of the Note and Deed of Trust and is binding upon Assignor, Assignor's heirs, devisees, executors, administrators, personal representatives, successors and assigns, all tenants and their subtenants and assigns, and any subsequent owner of premises described in the Deed of Trust.

Signature of Assignor

**CH Town & Country, LLC,
a Delaware limited liability company**

By: CH Town & Country Manager, LLC,
a Delaware limited liability company,
Managing Member

By: 
Graham H. Chernoff, Manager

**AFFIX NOTARIAL ACKNOWLEDGMENT FOR
EACH ASSIGNOR AS REQUIRED BY LAW.**

ACKNOWLEDGMENT

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 Francisco)

On March 26, 2019 before me, Richard M. Lam, Notary Public
(insert name and title of the officer)

personally appeared GRAHAM H. CHERNOFF ---,
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 

(Seal)

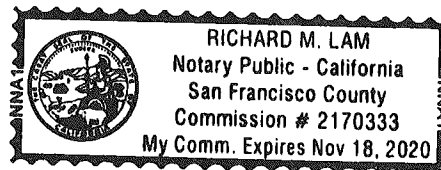


EXHIBIT "A"

LOAN NO. W8112101
DATED: March 11, 2019

PARCEL 1

A portion of the NE1/4 SE1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin on the South right of way line of South Sixth Street as presently located and constructed, which bears South 0° 22' 15" East a distance of 48.5 feet from the Northwest corner of said NE1/4 SE1/4; thence Easterly, along said right of way line a distance of 142.5 feet to a point; thence South at right angles to said right of way line a distance of 460.0 feet to a point; thence West, parallel to said right of way line a distance of 142.5 feet, more or less, to the West line of said NE1/4 SE1/4; thence North along said West line a distance of 460.0 feet to the point of beginning.

PARCEL 2:

A tract of land situated in the NE1/4 SE1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 1/2 inch iron pin which bears South 89° 52' West a distance of 745.73 feet and South 0° 20' 55" East a distance of 220.16 feet from the brass cap monument marking the East quarter corner of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, said beginning point also being on the South line of tract described as Parcel #1 in Deed from Klamath County School District to Klamath County, recorded in Volume 295 at page 135, Deed Records of Klamath County, Oregon; thence continuing from said beginning point South 0° 20' 55" East along a line parallel to and 4.0 feet distant Easterly, when measured at right angles to, from the existing Easterly wall of the Payless Drug Store Building as the same is presently located and constructed, a distance of 402.04 feet to a 1/2 inch iron pipe; thence South 53° 42' 15" West a distance of 304.44 feet, more or less, to a 1/2 inch iron pipe on the Northeasterly boundary of the O. C. & E. Railroad right of way as the same is presently located and constructed, and from which point the aforesaid monument marking the East quarter corner of said Section 3 bears North 50° 50' 20" East a distance of 1273.34 feet; thence Northwesterly along said Northeasterly boundary of the O. C. & East Railroad right of way a distance of 299.5 feet, more or less, to the West line of said NE1/4 SE1/4; thence North along said West line a distance of 186.5 feet, more or less, to a point on said West line which bears South 0° 22' 15" East a distance of 460.0 feet from the Southerly boundary line of the relocated right of way of the Klamath Falls-Lakeview Highway; thence easterly, parallel with said highway right of way line a distance of 142.5 feet to a point; thence North, parallel with the West line of said NE1/4 SE1/4, a distance of 460.0 feet, more or less, to the Southerly boundary of said relocated highway right of way; thence Easterly along said relocated right of way line a distance of 387.7 feet, more or less, to a point which bears North 0° 20' 55" West from the point of beginning; thence South 0° 20' 55" East a distance of 174.66 feet, more or less, to the point of beginning.

EXCEPTING from the above described parcels those portions conveyed to State of Oregon, by and through its Department of Transportation by deed recorded May 21, 2013 in Instrument No. 2013-005684 described as follows:

Parcel A: A Parcel of land lying in the NE1/4SE1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; said parcel being a portion of that property described in that Bargain and Sale Deed to Town & Country Center L.L.C., recorded March 14, 2002 in Book M02, page 15183, Klamath County Record of Deeds; said parcel being that portion of said property lying between lines at right angles to the center line of the relocated Klamath Falls – Lakeview Highway at Engineer's Stations 62+22.00 and 62+89.00 and included in a strip of land 41.00 feet in width, lying on the Southerly side of said center line which center line is described as follows:

Beginning at Engineer's center line Station 24+00.00, said station being 1,973.05 feet West and 1,304.43 North of the Center quarter corner of Section 3, Township 39 South, Range 9 East of the Willamette Meridian; thence South 55°50'25" East 1,765.50 feet, thence on a spiral curve left (the long chord of which bears South 59°31'15" East 469.22 feet) 470.00 feet; thence on a 1,219.06 foot radius curve left (the long chord of which bears South 72°54'28" East 255.81 feet) 256.28 feet; thence on a spiral curve left (the long chord of which bears South 86°17'41" East 469.22 feet) 470.00 feet to Engineer's center line Station 53+61.77 Back equals 53+70.60 Ahead, thence South 89°58'31" East 2,150.39 feet to Engineer's Station 75+20.99 Back equals 75+21.60 Ahead, on said center line.

Bearings are based on County Survey No. 7892, filed January 2012, Klamath County, Oregon.

Parcel B: A parcel of land lying in the NE1/4SE1/4 of Section 3, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, said parcel being a portion of that property described in that Bargain and Sale Deed to Town & Country Center L.L.C. recorded March 14, 2002 in Book M02, page 15183, Klamath County Records of Deeds, said parcel being that portion of said property lying easterly of a line at right angles to the center line of the relocated Klamath Falls – Lakeview Highway at Engineer's Station 66+21.00 and included in a strip of land 50.00 feet in width, lying on the Southerly side of said center line, which center line is described in Parcel 1.

PARCEL 3:

A parcel of land lying in the NE1/4 SE1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:
Beginning at a point which bears South 01° 14' East a distance of 55.03 feet and South 89° 14' West a distance of 580.0 feet from the quarter section corner common to Sections 2 and 3, said Township and Range, said point being on the South right of way line of South Sixth Street as presently located and constructed; thence continuing South 89° 14' West along said South right of way line a distance of 129.4 feet to the Northwest corner of this description; thence South 0° 18' East a distance of 137.0 feet to an iron pin; thence North 89° 14' East a distance of 131.9 feet to an iron pin; thence North 01° 14' West a distance of 137.0 feet, more or less, to the point of beginning, EXCEPTING a strip of land 8 feet wide running North and South on the West side of said parcel reserved for sidewalk purposes.

PARCEL 4:

A tract of land situated in the SE1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the East one-fourth corner of said Section 3, thence South 89° 52' West 1,275.74 feet; thence South 00° 21' 47" East 54.10 feet to a one-half inch pipe on the Southerly right of way line of the Dalles-California Highway marking the northeast corner of that parcel of land described in Deed Volume 251 at page 162, Deed Records of Klamath County, Oregon; thence continuing South 00° 21' 47" East along the East line of said parcel described in said Deed Volume 251 at page 162, 233.00 feet to the true point of beginning of this description; thence continuing South 00° 21' 47" East along said line 395.64 feet to the Northerly right of way line of the Oregon-California and Eastern Railway Company; thence North 67° 41' West along said right of way line 156.57 feet (162 feet by record); thence North 00° 55' 30" West along the West line of said parcel described in said Deed Volume 251 at page 162, 334.24 feet; thence North 89° 14' East 147.71 feet to the true point of beginning of this description with bearings based on the East line of the SE1/4 of said Section 3 as being South 01° 14' East.

PARCEL 5:

A portion of the NW1/4 SE1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a one-half inch iron pin on the South right of way line of South Sixth Street as the same is presently located and constructed, said point being on the West line of tract of land deeded to Miller by Deed Volume 251 at page 162, Deed Records of Klamath County, Oregon, and the East line of a tract of land deeded to Wheeler by Deed Volume 142 at page 349, Deed Records of Klamath County, Oregon; thence South 0° 55' 30" East along the line between the two above described tracts a distance of 341.6 feet to a 5/8 inch iron pin marking the Southeast corner of a tract of land deeded to United States National Bank of Oregon by Deed recorded in Volume M72 at page 13690, Microfilm Records of Klamath County, Oregon, and the true point of beginning of this description; thence continuing South 0° 55' 30" East a distance of 225.64 feet, more or less, to the Northeasterly right of way line of the O.C. & East Railroad; thence North 67° 41' West along said right of way line a distance of 148.11 feet to the Southwest corner of said Wheeler tract; thence North 0° 55' 30" West along the West line of said Wheeler tract, a distance of 167.58 feet to the Southwest corner of said United States National Bank tract; thence North 89° 14' East along the South line of said tract a distance of 136.09 feet to the point of beginning.