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Klamath County, Oregon

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TOMMAR LLC 2950 Airway Avenue, Suite A-9 Costa Mesa, California 92627

TRUST DEED

Dated:

May 1, 2019.

By:

ROUND LAKE MHP, LLC, a Delaware limited liability company, ("Grantor")

whose address is 2950 Airway Avenue, Suite A-9,

Costa Mesa, California 92627

To:

AMERITITLE, INC.,

("Trustee")

whose address is 300 Klamath Avenue, Klamath Falls, Oregon 97601

For:

TOMMAR LLC, a Delaware limited liability company,

("Beneficiary")

whose address is 2950 Airway Avenue, Suite A-9,

Costa Mesa, California 92627

- 1. <u>The Collateral</u>. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby:
- (a) mortgages, transfers, assigns and conveys in trust to Trustee with power of sale upon default for the benefit of Beneficiary the land in Klamath County, Oregon, legally described on Exhibit A attached hereto (the "Real Property"), and all buildings, structures, improvements (including asphaltic paving for parking), fixtures, minerals, hydrocarbons and landscaping now or hereafter located thereon, and all roads, rights-of-way, easements, access rights, water rights, appurtenances, tenements, hereditaments and licenses now or hereafter belonging thereto and all leases, rents, royalties, issues, profits and proceeds therefrom, specifically including, but not limited to, all insurance and condemnation proceeds and awards;
- conveys, transfers and assigns to Beneficiary all existing and future leases, rental agreements and similar contracts and all maintenance, security and janitorial contracts relating to all or any part of the Real Property or to the use or enjoyment thereof, any contracts for the sale of the Real Property, and all income, royalties, and profits arising from the Real Property, and all rights and remedies related thereto, specifically including the right to demand, sue for and/or collect rent and other payments due from lessees or tenants, subject only to a limited license reserved to Grantor under this trust deed to collect and properly apply said rents and payments prior to Grantor's default hereunder (the "Leases and Contracts"); and
- (c) pledges and grants to Beneficiary pursuant to Article 9 of the Uniform Commercial Code as adopted in Oregon a security interest in and to all present and after-acquired goods (including materials and supplies), fixtures, equipment, vehicles, furniture, furnishings owned by Grantor and used or for use in connection with the Real Property, accounts and all general intangibles, including leases and rents, arising from or related to the Real Property (collectively, the "Personal Property").



- 2. <u>Obligations Secured</u>. The above-described collateral is given to secure:
 - (a) performance of the covenants and agreements hereinafter made;
- (b) payment of the sum of \$[3,600,000], together with interest on the unpaid balance thereof, in accordance with a Promissory Note of even date herewith (the "Instrument") on or before [May 1, 2020], and any and all renewals and extensions thereof, whether or not evidenced by new or additional instruments; and
- (c) payment or performance, as the case may be, of all other present or future debts, liabilities or obligations of any kind or nature, direct or indirect, of Grantor to Beneficiary, including but not limited to all advances by Beneficiary in servicing and enforcing the debts, obligations and liabilities of Grantor and in preserving, handling, protecting, collecting, foreclosing, disposing and otherwise realizing on any and all security therefor, including the Real Property.

The interest rate, payment terms or balance due on the Instrument may be indexed, adjusted, renewed or renegotiated.

- 3. Grantor's Representations and Warranties. Grantor represents and warrants:
- (a) Grantor, as of the date of this trust deed, is the owner of the Real Property in fee simple and has the right and authority to convey the Real Property as provided herein; and
- (b) the Real Property, as of the date of this trust deed, is free and clear of all liens and encumbrances except those described on Exhibit B attached hereto.
- 4. <u>Promise to Pay and Perform</u>. Grantor will pay the debts and liabilities secured by this trust deed promptly when due and will strictly and punctually perform all additional obligations, covenants and agreements that are contained in this trust deed, the Instrument or any other instrument or agreement between Grantor and Beneficiary.
- 5. <u>Encumbrances and Compliance with Law.</u>
- 5.1 Grantor shall pay all taxes, assessments and other charges of every nature (including utilities) which may be levied or assessed upon or against the Real Property, or any part thereof, when due and payable according to law. Grantor shall promptly pay and satisfy all construction liens and other liens or encumbrances that are, or might by operation of law or otherwise become, a prior lien on the Real Property.
- 5.2 Grantor shall comply with all existing and future laws, orders, and regulations of all governmental bodies that affect the Real Property or the use thereof.
- 5.3 Grantor shall indemnify and hold Trustee and Beneficiary harmless from all costs incurred in connection with such taxes, assessments, charges, compliance with governmental requirements, liens and encumbrances. Grantor shall defend Beneficiary's rights against any and all liens and encumbrances.

5.4 Grantor shall not be deemed in default hereunder by reason of failure to pay any taxes, assessments, liens or other charges levied, assessed or imposed upon or against the Real Property when due and payable so long as Grantor is contesting such taxes, assessments, liens or charges in good faith by appropriate means and Grantor provides to Beneficiary cash deposits or bonds in the amount of the taxes, assessments, liens or other charges being contested.

6. <u>Protection of Real Property</u>.

- 6.1 Grantor shall keep all improvements on the Real Property in good order and repair and shall not commit or suffer any waste of the Real Property.
- 6.2 Grantor shall not do or allow any act or omission, including removal or alteration of improvements that materially reduce the security value of the Real Property.
- 6.3 Grantor shall afford Beneficiary the right to enter upon and inspect the Real Property at all reasonable times.
- 7. <u>Insurance</u>. Grantor shall keep all improvements now or hereafter on the Real Property insured against loss or damage by fire with an extended coverage endorsement by a responsible insurance company satisfactory to Beneficiary in an amount equal to the full replacement value of the improvements. The insurance policy shall name Grantor, Beneficiary and the holder of any prior mortgage or trust deed insured parties as their respective interests may appear and provide that such insurance coverage shall not be canceled without at least 15 days' prior written notice having been given to Beneficiary. Grantor shall give prompt notice to Beneficiary of any insured or uninsured casualty.

WARNING

Unless Grantor provides Beneficiary with evidence of the insurance coverage as required herein, 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 collateral 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 the indebtedness secured hereby. If the cost is added to the indebtedness secured hereby, the interest rate on the indebtedness secured hereby will apply to this added amount. The effective date of coverage may be the date the prior coverage lapsed or the date Grantor failed to provide proof of coverage.

8. <u>Proceeds of Insurance or Condemnation</u>. In the event of any condemnation under the power of eminent domain or insured casualty, all proceeds may, at the option of Beneficiary and the holder of any prior mortgage or trust deed, be applied either to repairs, restoration or replacement of improvements or to payment of the debts secured by this trust deed and any prior

mortgage or trust deed. Beneficiary is hereby appointed Grantor's agent to collect, apply and disburse all proceeds payable as a result of either condemnation or insured casualty.

- 9. <u>Performance of Grantor's Obligations by Beneficiary</u>. If Grantor allows insurance coverage to expire or fails or refuses to pay taxes, assessments, charges, liens or encumbrances or to comply with governmental requirements, Beneficiary may, but shall not be required to, procure, pay or perform the same and the amount of such payment or cost of such procurement or performance, together with interest thereon at the rate provided for in the Instrument, shall be immediately due and payable by Grantor to Beneficiary and secured by the lien of this trust deed. Performance by Beneficiary shall not be deemed a waiver of any rights Beneficiary may have on account of Grantor's failure to timely perform.
- 10. <u>Default</u>. Time is of the essence. Occurrence of one or more of the following shall constitute an event of default:
- (a) Grantor or any other maker of the Instrument shall fail to make any of the payments provided for in the Instrument promptly when due or Grantor shall fail to satisfy and discharge when due Grantor's other debts and liabilities to Beneficiary, in each case after giving effect to any applicable cure period;
- (b) Grantor shall fail to perform any covenant or agreement contained herein or in any other agreement between Grantor and Beneficiary within ten days after receipt of written notice of failure to perform the same;
- (c) Grantor shall sell, transfer, convey, contract to sell or convey, lease or encumber the Real Property or any interest therein voluntarily, involuntarily or by operation of law without the prior written consent of Beneficiary;
- (d) Default on any obligation secured by a lien, mortgage, trust deed or other encumbrance that has or may have priority over this trust deed, or the commencement of any action to foreclose any such prior encumbrance;
- (e) Grantor or any other maker of the Instrument becomes insolvent or unable to pay debts as they mature, makes an assignment for the benefit of creditors or petitions for or becomes the subject of any federal or state law receivership, insolvency, liquidation or reorganization proceeding or case; or
- (f) The Real Property is destroyed or substantially damaged or the security value thereof materially reduced.
- 11. <u>Remedies</u>. In the event of a default hereunder, Beneficiary shall have the option to declare all debts and liabilities of Grantor to Beneficiary immediately due and payable and this trust deed by reason thereof may be foreclosed at any time thereafter either by advertisement and sale in the manner provided in ORS 86.705 to 86.815 or by civil action as a mortgage. In addition, Beneficiary, either directly or through a receiver appointed by the presiding judge of the circuit court for the county in which the Real Property is located, may take possession of the Real Property upon Grantor's default hereunder (whether or not the apparent value of the Real Property exceeds the debts and liabilities of Grantor to Beneficiary), collect the rents and profits

therefrom and apply the same, after payment of costs, charges and expenses, to the payments of amounts due to Beneficiary during the pendency of any foreclosure, either by advertisement and sale or by civil action. Any receiver appointed may serve without bond.

12. Reinstatement. In the event Beneficiary elects to foreclose this trust deed by advertisement and sale in the manner provided in ORS 86.705 to 86.815, Grantor and certain other persons specified by those statutes shall have the right, at any time prior to five days before the date set by Trustee for the trustee's sale, to cure Grantor's default by payment to Beneficiary of the entire amount then due, other than such portion of the principal of the Instrument and any other instruments secured by this trust deed as would not then be due had no default occurred, plus all costs and expenses incurred and all fees provided by those statutes.

13. Assignment of Rents and Profits.

- 13.1 All of the existing and future leases, rents, royalties, income and profits of the Real Property that arise from its use or occupancy are hereby absolutely and presently assigned to Beneficiary. However, until Grantor is in default under this trust deed, Grantor shall have a license to collect and receive those rents, royalties, income and profits. Upon any default by Grantor, Beneficiary may terminate Grantor's license in its discretion at any time without prior notice to Grantor and may thereafter collect the rents, royalties, income and profits itself or by an agent or receiver. No action taken by Beneficiary to collect any rents, royalties, income or profits shall make Beneficiary a "mortgagee-in-possession" of the Real Property, unless Beneficiary personally or by agent enters into actual possession of the Real Property. Possession by a court-appointed receiver shall not be considered possession by Beneficiary. All rents, royalties, income and profits collected by Beneficiary or a receiver shall be applied first to pay all expenses of collection, and then to the payment of all costs of operation and management of the Real Property, and then to the payment of the indebtedness and obligations secured by this trust deed.
- 13.2 Grantor shall not execute any leases or occupancy agreements affecting any of the Real Property except in a form approved by Beneficiary. Without the prior written consent of Beneficiary, Grantor shall not accept prepayments of rent exceeding one month under any leases or occupancy agreements affecting any of the Real Property, nor modify or amend any such leases or occupancy agreements, nor in any manner impair Beneficiary's interest in the rents, royalties, income and profits of the Real Property. Grantor shall at all times perform all covenants of the lessor under any such leases or occupancy agreements. Upon Beneficiary's request, Grantor shall execute and deliver to Beneficiary for recordation an assignment of leases and a financing statement in form acceptable to Beneficiary evidencing the assignment provided for herein.
- 14. <u>Security Agreement and Assignment</u>. This trust deed, without affecting its validity as a real estate trust deed and mortgage, is also executed and shall be construed as a security agreement under the Oregon Uniform Commercial Code granting to Beneficiary a security interest in all the Personal Property and an assignment to Beneficiary in and to any "contract vendor" or similar interest of Grantor in and to the Real Property. In addition to the rights and remedies provided herein, Beneficiary shall have all the rights and remedies granted by such Uniform Commercial Code; and reasonable notice, when notice is required, shall be ten (10)

days. Grantor covenants and agrees to execute and file financing statements and similar instruments deemed necessary or desirable by Beneficiary to perfect, continue and renew said security interest and assignment.

- 15. <u>Consent to Modifications</u>. In the event Beneficiary consents to the transfer of the Real Property or any part thereof or any interest therein, and such a transfer is made, Beneficiary may, without notice to Grantor or anyone else, once or often, extend the time of payment or grant renewals of the debt hereby secured for any term, execute releases or partial releases from the lien of this trust deed or in any other respect modify the terms hereof without thereby affecting the personal primary liability of Grantor for the payment of the debts and performance of the obligations hereby secured.
- 16. <u>Waiver</u>. No covenant, agreement or condition of this trust deed shall be deemed waived unless expressly waived in writing by Beneficiary. The failure of Beneficiary at any time to require strict performance by Grantor of any covenant, agreement or condition shall not estop or otherwise affect Beneficiary's right to enforce the same nor shall any acceptance of partial payment on account, waiver or forbearance by Beneficiary be held to be a waiver of Grantor's default or the covenant, agreement or condition itself or any future failure to perform the same.
- 17. Foreclosure Costs. In the event civil action is instituted to foreclose this trust deed as a mortgage, which results in judgment against Grantor, Grantor agrees to pay all costs and disbursements allowed by law and such sum as the trial judge or appeal court may adjudge reasonable as attorney fees in such action, together with reasonable costs incurred by Beneficiary for title reports and title search, all such sums to be secured by the lien of this trust deed and included in the decree of foreclosure.
- 18. Indemnification. Grantor shall protect, defend, indemnify and save harmless Beneficiary from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable attorney fees and expenses), imposed upon or incurred by or asserted against Beneficiary by reason of (a) ownership of this trust deed, the Real Property, the Personal Property, the Leases and Contracts, or any interest in any of the foregoing; (b) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Real Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (c) any use, nonuse or condition in, on or about the Real Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (d) any failure on the part of Grantor to perform or comply with any of the terms of this trust deed; (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Real Property or any part thereof; (f) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release of any hazardous materials on, from or affecting the Real Property or any other property or the presence of asbestos on the Real Property or the presence of underground storage tanks on the Real Property; (g) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials or asbestos; (h) any lawsuit brought or threatened, settlement reached, or government order relating to such hazardous materials, asbestos or storage tanks; or (i) any violation of laws, orders, regulations, requirements or demands of government authorities, which are based upon or in any way related to such hazardous materials, asbestos or storage tanks

including without limitation the costs and expenses of any remedial action, attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses. Any amounts payable to Beneficiary by reason of the application of this section shall be secured by this trust deed and shall become immediately due and payable and shall bear interest at the rate of interest under the Instrument from the date that loss or damage is sustained by Beneficiary until paid. The obligations and liabilities of Grantor under this section shall survive any termination, satisfaction, assignment, entry of a judgment of foreclosure or delivery of a deed in lieu of foreclosure of this trust deed.

- 19. <u>Notice</u>. Whenever any notice, demand or request is required by the terms hereof or by any law now in existence or hereafter enacted, the notice, demand or request shall be sufficient if actually furnished to Grantor or mailed to Grantor by certified mail, return receipt requested, in a postage prepaid envelope addressed to the last address of Grantor shown in Beneficiary's records.
- 20. <u>Binding Effect</u>. This trust deed, and the warranties, covenants and agreements made herein, shall bind Grantor and Grantor's personal representatives, heirs, successors and assigns and inure to the benefit of Trustee, successor trustees, Beneficiary and Beneficiary's personal representatives, heirs, successors and assigns.
- 21. <u>Joint and Several Liability</u>. The word "Grantor" and the language of this instrument shall, where there is more than one grantor, be construed as plural and be binding jointly and severally upon all grantors.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has executed this Trust Deed as of the date first written above.

GRANTOR:

ROUND LAKE MHP, LLC, a Delaware limited liability company

By: Round Lake MHP Member, LLC, a Delaware limited liability company
Its Sole Member and Manager

By:

Joel Farkas, Co-Manager

By:

Patrick Wood, Co-Manager AKA
PARICK M. WOOD

By: Coast Manufactured Housing Partners, Inc., a California corporation

its Co-Manager

By: Name:

Its:

IN WITNESS WHEREOF, Grantor has executed this Trust Deed as of the date first written above.

GRANTOR:

ROUND LAKE MHP, LLC, a Delaware limited liability company

Ву:	Round Lake MHP Member, LLC a Delaware limited liability company Its Sole Member and Manager
Ву:	Joel Farkas, Co-Manager
By:	Patrick Wood, Co-Manager
By:	Coast Manufactured Housing Partners, Inc., a California corporation its Co-Manager
	By: Name: Its:

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 Uranae before me, Bythey Pavent, notam ou Here Insert Name and Title of the Office personally appeared _ Name(s) of Signer(s) 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 BRITNEY PARENT paragraph is true and correct. otary Public - California Orange County Commission # 2284402 WITNESS my hand and official seal. rr. Expires Apr 5, 2023 Signature Signature of Notary Public Place Notary Seal and/or Stamp Above **OPTIONAL** Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: ____ Document Date: ___ Number of Pages: ___ Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: _ □ Corporate Officer – Title(s): _ ☐ Corporate Officer — Title(s): _ □ Partner – □ Limited □ General □ Partner – □ Limited □ General □ Individual □ Attorney in Fact □ Individual □ Attorney in Fact □ Guardian or Conservator □ Guardian or Conservator □ Trustee ☐ Trustee □ Other: _ □ Other: _

Signer is Representing:

Signer is Representing:

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 Wrange before me, Britney Parent, notary public Here Insert Name and Title of the Officer Thomas E. Larkin personally appeared _ Name(s) of Signer(s) 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 BRITNEY PARENT laws of the State of California that the foregoing iry Public - California Orange County paragraph is true and correct. ommission = 2284402 Comm. Expires Apr 5. 2023 WITNESS my hand and official seal. Signature Place Notary Seal and/or Stamp Above OPTIONAL Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: _____ Document Date: Number of Pages: ____ Signer(s) Other Than Named Above: _ Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: _ □ Corporate Officer – Title(s): ___ □ Corporate Officer – Title(s): __ ☐ Partner — ☐ Limited ☐ General □ Partner – □ Limited □ General □ Individual □ Attorney in Fact □ Individual □ Attorney in Fact □ Guardian or Conservator □ Trustee □ Guardian or Conservator □ Trustee □ Other: □ Other: Signer is Representing: _ Signer is Representing:

COURADO
State of OREGON
City and
County of Denver

This instrument was acknowledged before me on the factor of Round Lake MHP, LLC, a Delaware limited liability company, on behalf of the company.

Toni serra Notary Public for the State of Oregon Notary Public on Notary Public State of Coloracto Notary Public State of Coloracto Notary ID 20094001459

MY COMMISSION E PIRES JANUARY 27, 2021

EXHIBIT A

Legal Description

PARCEL 1:

That portion of the S1/2 of the SE1/4 of Section 7, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the Southeast Section corner of Section 7; thence West along the South line of said Section, a distance of 540 feet to the point of beginning; thence North a distance of 150 feet; thence West a distance of 200 feet; thence South, a distance of 150 feet; thence East along the South line of said Section, a distance of 200 feet to the point of beginning.

PARCEL 2:

A parcel of land situated in Section 7, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of said Section 7; thence South 00° 07' 28" East along the East line of said Section 7, 661.00 feet; thence Leaving said East Section line North 89° 55' 26" West, 180.00 feet to the point of beginning for this description; thence continuing North 89° 55' 26" West, 30.00 feet; thence South 00° 02' 05" West, 369.38 feet; thence South 80° 18' 57" East, 94.30 feet; thence South 47.62 feet; thence East, 71.40 feet; thence North 05° 36' 02" East, 15.07 feet to a point hereinafter referred to as point "A"; thence continuing North 05° 36' 02" East, 50.03 feet; thence North 80° 18' 57" West, 142.73 feet; thence North 00° 02' 05" East, 344.03 feet to the point of beginning. EXCEPTING THEREFROM the Northerly 3.14 feet.

TOGETHER WITH a parcel of land 20.00 feet in width lying 10.00 feet on either side of the following described centerline:

Beginning at point "A" as established in the above description; thence South 89° 07' 21" East, 35.25 feet; thence South 00° 07' 28" East parallel to but 10.00 feet Westerly of the East line of said Section 7, 250 feet, more or less, to the South line of the North half of the Southeast quarter of said Section 7 and the terminus of this description.

PARCEL 3:

The S1/2 of the SW1/4 of Section 7, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM the following:

Parts of Lot 3 in the SW1/4 and the SE1/4 of the SW1/4 of Section 7, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southwest section corner of said Section 7; thence North along the West line of said Section a distance of 1091.7 feet to a 1 1/4" iron pipe 30 inches long; thence South 46° 30' East a distance of 425.0 feet to a 1 1/4" iron pipe 30 inches long; thence South 73° 30' East a distance of 831.0 feet to a 1 1/4" iron pipe 30 inches long; thence South 83° 30' East a distance of 691.7 feet to a 1 1/4" iron pipe 30 inches long; thence South 8° 30' East a distance of 90.8 feet to a 1 1/4" iron pipe 30 inches long; thence South 8° 30' East a distance of 90.8 feet to a 1 1/4" iron pipe 30 inches long; thence South 30° 30' East a distance of 67.7 feet to a 3/4" iron pipe 36 inches long; thence South 54° 30' East a distance of 140.0 feet to a 1 1/4" iron pipe 30 inches long; thence North 81° East a distance of 80.8 feet to a 3/4" iron pipe 40 inches long; thence South 72° 30' East a distance of 101.40 feet to a 1 1/4" iron pipe 30 inches long; thence North 77° 30' East, a distance of 147.8 feet, more or less to a 1 1/4" iron pipe 30 inches long, located at the East line of the SE1/4 of the SW1/4 of said Section; thence South along the East line of the SE1/4 of the SW1/4 of said Section, a distance of 2640.0 feet, more or less to the point of beginning.

PARCEL 4:

The S1/2 of the SE1/4 of Section 7, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM the following:

Beginning at the Southeast section corner of said Section 7; thence West along the South line of said Section, a distance of 540 feet to the point of beginning; thence North a distance of 150 feet; thence West a distance of 200 feet; thence South, a distance of 150 feet; thence East along the South line of said Section, a distance of 200 feet to the point of beginning.

PARCEL 5:

A parcel of land situated in Section 7, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southeast corner of said parcel from which the Southeast corner of the N1/2 of said Section 7 bears South 43° 53' 53" East, 1866.65 feet; thence South 89° 48' 22" West 820.0 feet; thence North 80° 11' 38" West 810.0 feet; thence North 89° 48' 22" East 820.0 feet; thence South 00° 11' 38" East 810.00 feet to the point of beginning.

EXHIBIT B

Permitted Encumbrances

1.	Taxes assessed under Code No. 087 Account No. R491024 Map No. R-3908-00700-00600-000 The 2018-2019 Taxes: \$123.10 Balance Due: \$41.03, plus interest, unpaid
2.	Taxes assessed under Code No. 087 Account No. R491079 Map No. R-3908-00700-00700-000 The 2018-2019 Taxes: \$68.76 Balance Due: \$22.92, plus interest, unpaid.
3.	Taxes assessed under Code No. 073 Account No. R581613 Map No. R-3908-00700-01500-000 The 2018-2019 Taxes: \$52.34 Balance Due: \$17.44, plus interest, unpaid.
4.	Taxes assessed under Code No. 087 Account No. R706891 Map No. R-3908-00700-01500-000 The 2018-2019 Taxes: \$259.44 Balance Due: \$86.48, plus interest, unpaid.
5.	Taxes assessed under Code No. 073 Account No. R581551 Map No. R-3908-00700-01700-000 The 2018-2019 Taxes: \$719.46 Balance Due: \$239.82, plus interest, unpaid.
6.	Taxes assessed under Code No. 087 Account No. R494334 Map No. R-3908-00700-01700-000 The 2018-2019 Taxes: \$890.81 Balance Due: \$296.93, plus interest, unpaid.
7.	Taxes assessed under Code No. 087 Account No. R863685 Map No. R-3908-007DA-06301-000 The 2018-2019 Taxes: \$637.53 Balance Due: \$212.51, plus interest, unpaid.
8.	Taxes assessed under Code No. 087 Account No. R494343 Map No. R-3908-00700-01800-000 The 2018-2019 Taxes: \$3,960.78 Balance Due: \$1,320.26, plus interest, unpaid.
9.	Taxes assessed under Code No. 073 Account No. R494352 Map No. R-3908-00700-01900-000 The 2018-2019 Taxes: \$141.36 Balance Due: \$47.12, plus interest, unpaid.
10.	Mobile Home Taxes assessed under Account No. M899313. The 2018-2019 Taxes: \$65.80 Balance Due: \$21.93, plus interest, unpaid.

11.	Mobile Home Taxes assessed under Account No. M899311. The 2018-2019 Taxes: \$65.80 Balance Due: \$21.93, plus interest, unpaid.
12.	Mobile Home Taxes assessed under Account No. M899309. The 2018-2019 Taxes: \$66.91 Balance Due: \$22.30, plus interest, unpaid.
13.	Mobile Home Taxes assessed under Account No. M899308. The 2018-2019 Taxes: \$58.08 Balance Due: \$19.36, plus interest, unpaid.
14.	Mobile Home Taxes assessed under Account No. M899306. The 2018-2019 Taxes: \$65.80 Balance Due: \$21.93, plus interest, unpaid.
15.	Mobile Home Taxes assessed under Account No. M899307. The 2018-2019 Taxes: \$66.91 Balance Due: \$22.30, plus interest, unpaid.
16.	Mobile Home Taxes assessed under Account No. M899305. The 2018-2019 Taxes: \$52.64 Balance Due: \$17.54, plus interest, unpaid.
17.	Mobile Home Taxes assessed under Account No. M899304. The 2018-2019 Taxes: \$60.94 Balance Due: \$20.31, plus interest, unpaid.
18.	Mobile Home Taxes assessed under Account No. M899303. The 2018-2019 Taxes: \$57.30 Balance Due: \$19.10, plus interest, unpaid.
19.	Mobile Home Taxes assessed under Account No. M899302. The 2018-2019 Taxes: \$104.91 Balance Due: \$34.97, plus interest, unpaid.
20.	Mobile Home Taxes assessed under Account No. M899296. The 2018-2019 Taxes: \$52.64 Balance Due: \$17.54, plus interest, unpaid.
21.	Mobile Home Taxes assessed under Account No. M898902. The 2018-2019 Taxes: \$134.26 Balance Due: \$44.75, plus interest, unpaid.

22.	. Mobile Home Taxes assessed under Account No. M899315. The 2018-2019 Taxes: \$124.77 Balance Due: \$41.59, plus interest, unpaid.
23.	Mobile Home Taxes assessed under Account No. M899318. The 2018-2019 Taxes: \$65.80 Balance Due: \$21.93, plus interest, unpaid.
24.	Mobile Home Taxes assessed under Account No. M898899. The 2018-2019 Taxes: \$205.30 Balance Due: \$68.43, plus interest, unpaid.
25.	Mobile Home Taxes assessed under Account No. M899300. The 2018-2019 Taxes: \$58.18 Balance Due: \$19.39, plus interest, unpaid.
26.	Mobile Home Taxes assessed under Account No. M899314. The 2018-2019 Taxes: \$110.42 Balance Due: \$36.80, plus interest, unpaid.
27.	Mobile Home Taxes assessed under Account No. M899317. The 2018-2019 Taxes: \$86.58 Balance Due: \$28.86, plus interest, unpaid.
28.	Mobile Home Taxes assessed under Account No. M881780. The 2018-2019 Taxes: \$321.06 Balance Due: \$107.02, plus interest, unpaid.
29.	Special Assessment disclosed by the Klamath tax rolls: For: Klamath Lake Timber Fire Patrol
30.	The Land, as defined in the policy to be issued, does not include any improvement(s) located on the Land which is described or defined as a mobile home (manufactured housing unit) under the provisions of State Law and is subject to registration.
31.	The interest of Round Lake Park, LLC purported owners of a mobile home (M881780) situated on the subject property as disclosed by the Klamath County tax rolls.
32.	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 California Oregon Power Company Recorded: September 3, 1953 Volume: 262, page 641. Deed Records

33.	Terms, provisions and conditions, including but not limited to maintenance provisions, contained in appurtenant easement, Recorded: March 9, 1976 Volume: M76. page 3991
34.	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 Northwest Bell Telephone Company Recorded: April 23, 1979 Volume: M79, page 9104
35.	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: Round Lake Utilities, Inc. Recorded: October 24, 1985 Volume: M85, page 17312
36.	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: LK Investments, LLC, a Washington Limited Liability Company Recorded: August 29, 2006 Volume: 2006-017351
37.	The rights of tenants or a tenants committee to purchase a manufactured dwelling park, under ORS 90.842 to 90.850. NOTE: The Company will require the recording of an affidavit of compliance, as provided for in ORS 90.850. An appropriate form of affidavit is available upon request.
38.	Unrecorded leaseholds, if any, and the rights of vendors and holders of security interest in personal property of tenants to remove said personal property at the expiration of the term.
39.	Rights of tenants under existing leases or tenancies.