

2021-004976

Klamath County, Oregon

04/01/2021 12:09:01 PM

Fee: \$147.00

After recording, return to:

Hershner Hunter, LLP
P.O. Box 1475
Eugene, OR 97440

TRUST DEED

PARTIES:

SYKES PROPERTIES, LLC, an Oregon limited liability company, and UMPQUA FRESH PROPERTIES, LLC, an Oregon limited liability company (collectively, Grantor)

WESTERN TITLE AND ESCROW (Trustee)

DOUGLAS LOCKER & STORAGE, LLC, an Oregon limited liability company, RUSH CREEK HOLDINGS, LLC, an Oregon limited liability company, UNITED STRAKES, an Oregon corporation, BLUE LINE INVESTMENTS, an Oregon corporation, and SALEM WAREHOUSE SYNDICATE, LLC, an Oregon limited liability company (collectively, Beneficiary)

AGREEMENTS:

1. GRANT. Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee, in trust, for Beneficiary, with power of sale, the real property described on the attached Exhibit A and all interest therein which the Grantor may hereafter acquire; and all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or used in connection with the property, all of which are intended to be and are hereby declared a part of real estate whether physically attached thereto or not; and all easements, water rights, and other rights or privileges now or hereafter appurtenant to the land, and all of the rents, issues, and profits of the premises, which are hereby pledged, assigned and transferred to the Trustee, whether now due or hereafter to become due (collectively, the "Property").

2. SECURITY. This Trust Deed is to secure payment of the sum of Nine Million Five Hundred Thousand Dollars (\$9,500,000.00), with interest thereon according to the terms of a promissory note of even date herewith (the "Promissory Note"), payable to Beneficiary or order and made by Grantor, the final payment of principal and interest, if not sooner paid, to be due and payable on April 1, 2026 or as otherwise determined under the Promissory Note; and to secure the performance of all of the covenants and obligations of the Grantor contained or referred to in this Trust Deed.

3. DUE ON SALE. The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the Promissory Note becomes due and payable. Should the Grantor either agree to, attempt to, or actually sell, convey or assign all (or any part) of the Property, or all (or any part) of Grantor's interest in it (including without limitation by land sale contract or lease option), or should Grantor experience a Change in Control (as defined below), without first obtaining the written consent or approval of the Beneficiary, then, at the Beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable. The execution by Grantor of an earnest money agreement does not constitute a sale, conveyance, or assignment. A "Change in Control" means either a change in more than 25% of the equity ownership of Grantor, or a change in the person who has the power to control Grantor; provided, however, transfers to members of the Shehadey family (directly or indirectly) shall not count as a change in control or equity interests. "Shehadey family" means Richard A. Shehadey, his lineal descendants, and their respective spouses.

4. COVENANTS. To protect the security of this Trust Deed, Grantor covenants:

4.1. To protect, preserve and maintain the Property in good condition and repair; not to remove or demolish any building or improvement thereon; and not to commit or permit any waste of the Property.

4.2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged, or destroyed thereon, and pay when due all costs incurred therefor.

4.3. To comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Property; if the Beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the Beneficiary may require, and to pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the Beneficiary.

4.4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the Property against loss or damage by fire and other hazards, as the Beneficiary may from time to time require, in an amount not less than the full insurable value, written by one or more companies acceptable to the Beneficiary, with loss payable to the latter. All policies of insurance shall be delivered to the Beneficiary as soon as issued. If the Grantor shall fail for any reason to procure any such insurance and to deliver the policies to the Beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the Beneficiary may procure the same at Grantor's expense. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected, or any part thereof, may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

4.5. To keep the Property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the Property before any part of such taxes, assessments and other charges becomes past due or delinquent and promptly deliver receipts therefor to beneficiary. Should the Grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by Grantor, either by direct payment or by providing Beneficiary with funds with which to make such payment, Beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the Promissory Note, together with any other obligations of this Trust Deed, shall be added to and become a part of the debt secured by this Trust Deed, without waiver of any rights arising from breach of any of the covenants hereof. For such payments, with interest as aforesaid, the Property hereinbefore described, as well as the Grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described. All such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the Beneficiary, render all sums secured by this trust deed immediately due and payable and shall constitute a breach of this Trust Deed.

4.6. To pay all costs, fees, and expenses of this Trust Deed, including the cost of title search, as well as the other costs and expenses of the Trustee incurred in connection with or in enforcing this obligation, and Trustee and attorney fees actually incurred.

4.7. To appear in and defend any action or proceeding, including upon appeal, purporting to affect the security rights or powers of Beneficiary or Trustee; and in any suit, action or proceeding in which the Beneficiary or Trustee may appear, including any suit for the foreclosure of this Trust Deed or any suit or action related to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and expenses, including evidence of title and the Beneficiary's or Trustee's attorney fees. The amount of attorney fees mentioned in this paragraph in all cases shall be fixed by the trial court, and in the event of an appeal from any judgment or decree of the trial court, Grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the Beneficiary's or Trustee's attorney fees on such appeal.

5. CONDEMNATION. If all or any portion of the Property shall be taken under the right of eminent domain or condemnation, Beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking which are in excess of the amount required to pay all reasonable costs, expenses, and attorney fees necessarily paid or incurred by Grantor in such proceedings, shall be paid to Beneficiary and applied by it first upon any reasonable costs, expenses, and attorney fees, both in the trial and appellate courts, necessarily paid or incurred by Beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby. Grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation promptly upon Beneficiary's request.

6. TRUSTEE ACTIONS. At any time, and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the Promissory Note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, Trustee may (a) consent to the making of any map or plat of the Property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge

thereof; or (d) reconvey, without warranty, all or any part of the Property. The Grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee fees for any of the services mentioned in this paragraph shall be not less than \$5.

7. REMEDIES.

7.1. Upon any default by Grantor hereunder, Beneficiary may, at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

7.2. The entering upon and taking possession of the Property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder, or invalidate any act done pursuant to such notice.

7.3. Upon default by Grantor in payment of any indebtedness secured hereby or in Grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the Beneficiary may declare all sums secured hereby immediately due and payable. In such event, the Beneficiary may elect to proceed to foreclose this Trust Deed in equity as a mortgage or direct the trustee to foreclose this Trust Deed by advertisement and sale, or may direct the Trustee to pursue any other right or remedy, either at law or in equity, which the Beneficiary may have. In the event the Beneficiary elects to foreclose by advertisement and sale, the Beneficiary or the Trustee shall execute and cause to be recorded a written notice of default and election to sell the Property to satisfy the obligation secured hereby whereupon the Trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this Trust Deed in the manner provided by law.

8. RIGHT TO CURE. After the Trustee has commenced foreclosure by advertisement and sale, and at any time prior to five (5) days before the date the Trustee conducts the sale, the Grantor or any other person so privileged by ORS 86.753 may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the Trust Deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the Promissory Note or Trust Deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the Beneficiary all costs and expenses actually incurred in enforcing the obligation of the Trust Deed, together with Trustee and attorney fees not exceeding the amounts provided by law.

9. FORECLOSURE SALE. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as

provided by law. The Trustee may sell the Property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the Trustee, but including the Grantor and Beneficiary, may purchase at the sale.

10. SALE PROCEEDS. When the Trustee sells pursuant to the powers provided herein, Trustee shall apply the proceeds of sale to payment of: (1) the expenses of sale, including the compensation of the Trustee and a reasonable charge by Trustee's attorney; (2) to the obligation secured by the Trust Deed; (3) to all persons having recorded liens subsequent to the interest of the Trustee in the Trust Deed as their interests may appear in the order of their priority; and (4) the surplus, if any, to the Grantor, or to any successor in interest entitled to such surplus.

11. SUCCESSOR TRUSTEES. Beneficiary may, from time to time, appoint a successor or successors to any Trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any Trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, which, when recorded in the mortgage records of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

12. ACCEPTANCE OF TRUST. Trustee accepts this trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless such action or proceeding is brought by Trustee.

13. TITLE. The Grantor covenants to and agrees with the Beneficiary and the Beneficiary's successors in interest that the Grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in any addendum or exhibit attached hereto, and that the Grantor will warrant and forever defend the same against all persons whomsoever.

14. STATUTORY WARNING. Unless Grantor provides Beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, 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 purchased by Beneficiary may not pay any claim made by or against Grantor. Grantor may later cancel the coverage by providing evidence that Grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by Beneficiary, which cost may be added to Grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date Grantor's prior coverage lapsed or the date Grantor failed to provide proof of coverage. The coverage Beneficiary purchases may be considerably more expensive than

insurance Grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

15. PURPOSE. The Grantor warrants that the proceeds of the loan represented by the Promissory Note and this Trust Deed are for an organization, or (even if Grantor is a natural person) are for business or commercial purposes.

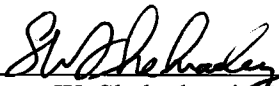
16. BINDING EFFECT. This Trust Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors, and assigns. The term Beneficiary shall mean the holder and owner, including pledge, of the contract secured hereby, whether or not named as a beneficiary herein. This Trust Deed may be executed in several counterparts, each of which is deemed to be an original, and all such counterparts constitute one and the same document.

17. SEVERABILITY. If any provision of this Trust Deed is found by a court of competent jurisdiction to be unenforceable, all other provisions nevertheless continue in full force and effect, and that unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent the intent of the parties set forth in this agreement.

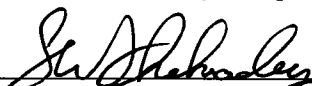
18. INTERPRETATION. In construing this Trust Deed, it is understood that the Grantor, Trustee and/or Beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed, and implied to make the provisions hereof apply equally to corporations and to individuals. Captions to paragraphs are inserted only for convenience and are not part of this Trust Deed nor a limitation on the scope of the particular paragraph to which each refers.

DATED: March 31, 2021

SYKES PROPERTIES, LLC, an Oregon
limited liability company

By: 
Scott W. Shehadey, its Manager

UMPQUA FRESH PROPERTIES, LLC, an
Oregon limited liability company

By: 
Scott W. Shehadey, its Manager

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 Fresno)

On March 26, 2021, before me, Karen L. Kearns, a Notary Public, personally appeared SCOTT W. SHEHADEY, 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

Karen L. Kearns



EXHIBIT A

Legal Descriptions

DOUGLAS COUNTY REAL PROPERTY

PARCEL 1:

Lots 9, 10 and 11, Block 79, and that portion of vacated Short Street extending from the Westerly extension of the Southerly line of said Lot 11, Northerly to the East line of the Southern Pacific Railroad and the centerline of vacated Floed Street, all being in Second Southern Addition to Roseburg, Douglas County, Oregon.

ALSO the Southerly half of Floed Street, now vacated, lying between the West line of the alley extending through Block 79, Second Southern Addition to the City of Roseburg, Oregon and the East line of the Southern Pacific Railroad right of way.

Lots 12, 13, 14, 15 and 16, Block 79; fractional Block 80; also that portion of vacated Short Street extending from the Northerly line of Spring Street to the Northerly line of Lot 12, Block 79 if extended Westerly to the Easterly right of way line of the Southern Pacific Railroad right of way, all in Second Southern Addition to the City of Roseburg, Douglas County, Oregon.

Lot 2, Block 74, Second Southern Addition to the City of Roseburg, Douglas County, Oregon.

EXCEPTING THEREFROM the following: Beginning at a point 40 feet North of the Southwest corner of the alley situated and being between Lots 1 and 9 in Block 74 of Second Southern Addition to the City of Roseburg; thence running in a Northerly direction 40 feet; thence running in an Easterly direction 16 feet; thence running in a Southerly direction 40 feet; thence running in a Westerly direction 16 feet to the place of beginning. The parcel of real property hereby intended to be described is a parcel of land extending the alley through Lot 2 of said Block 74 in said Second Southern Addition to the City of Roseburg, Oregon.

ALSO EXCEPTING THEREFROM that portion of said Lot 2 lying Easterly of the East line of the above described alley.

ALSO that portion of Lot 1, Block 74, SECOND SOUTHERN ADDITION to the City of Roseburg, lying Westerly of the west line of the alleyway, also described as record as: Lot 9, Block 74, Second Southern Addition to the City of Roseburg, Douglas County, Oregon.

ALSO that portion of vacated Short Street lying adjacent to said Lot 9, Block 74, which inured to said premises upon vacation thereof.

ALSO that portion of vacated Floed Street, lying between Lot 9, Block 79, and Lot 9, Block 74, Second Southern Addition to the City of Roseburg, Douglas County, Oregon, which inured to said premises upon vacation thereof.

PARCEL 2:

All of Block 88, Second Southern Addition to the City of Roseburg, Douglas County, Oregon.

Together with that portion of S.E. Burke Avenue which inured to said Block 88 by reason of the vacation of S.E. Burke Avenue by Ordinances 1439 and 2163.

ALSO together with that portion of Short Street which inured to said Block 88 by reason of the vacation of said Short Street by Ordinances 994 and 1606.

ALSO together with that portion of S.E. Sykes Avenue which inured to said Block 88 by reason of the vacation of S.E. Sykes Avenue by Ordinance 2734.

All of Lots 9, 10, 11, 12, 13, 14, 15 and 16, Block 87, Second Southern Addition to the City of Roseburg, Douglas County, Oregon.

ALSO together with that portion of Short Street which inured to said Block 87 by reason of the vacation of said Short Street by Ordinance No. 1606, recorded on February 4, 1965, Recording No. 65-1303, Records of Douglas County, Oregon.

ALSO together with that portion of Short Street and Burke Avenue which inured to said Block 87 by reason of the vacation of a portion of said Short Street and Burke Avenue by Ordinance No. 3450, recorded on November 30, 2015, Recording No. 2015-017973, Records of Douglas County, Oregon.

ALSO a parcel of land being a portion of the Central Oregon Pacific Railroad right-of-way left of Engineer's Station 22+30 more or less to Station 24+80 more or less as delineated on the Southern Pacific Transportation Company Railroad Right-of-Way and Station Map, Route C, Sheet 5-37 and more particularly described as: Beginning at a point at the intersection of the centerline of Burke Avenue and the Easterly right-of-way line of said railroad from which a brass cap at the intersection of Burke Avenue and Mill Street as shown in Second Southern Addition to Roseburg, Douglas County, Oregon, bears South 62° 00' 00" East 440.99 feet; thence along said Easterly railroad right-of-way 252.05 feet along the arc of a 895.37 feet radius curve to the right, the chord of which bears North 20°56' 33" East 251.22 feet; thence leaving said right-of-way South 31° 38' 55" West 111.49 feet; thence South 19°36' 31" West 139.54 feet to a point at the Northwest corner of the property described in Volume 148, Page 70 of the Deed Records of Douglas County, Oregon; thence along the Northerly boundary of said property South 62° 00' 00" East 17.60 feet to the point of beginning.

PARCEL 3:

Lot 8, Block 81, Second Southern Addition to Roseburg, Douglas County, Oregon, together with that portion of vacated Spring Street extending Westerly from the Westerly line of Short Street to the Easterly right of way line of the Southern Pacific Railroad.

PARCEL 4:

Lot 6, except the Southerly 10 feet thereof; and Lot 7, Block 81, Second Southern Addition to Roseburg, Douglas County, Oregon.

PARCEL 5:

Lots 1 and 2, Block 81, Second Southern Addition to the City of Roseburg, Douglas County, Oregon. Together with that portion of Sykes Avenue which inured to Lots 1 and 2, Block 81 by Ordinance 2734.

ALSO Lots 3, 4, 5 and the Southerly 10 feet of Lot 6, Block 81, Second Southern Addition to the City of Roseburg, Douglas County, Oregon.

PARCEL 6:

Lots 14, 15 and 16, Block 82, Second Southern Addition to the City of Roseburg, Douglas County, Oregon.

PARCEL 7:

Lots 1 and 2, Block 87, Second Southern Addition to the City of Roseburg, Douglas County, Oregon.

PARCEL 8:

Lots 11 and 12, Block 90, Third Southern Addition of the City of Roseburg, Douglas County, Oregon.

TOGETHER WITH that portion of Short Street which inured thereto by reason of the vacation of a portion of said Short Street by Ordinance No. 3450, recorded on November 30, 2015, Recording No. 2015-017973, Records of Douglas County, Oregon.

PARCEL 9:

Lots 9 and 10, Block 90, Third Southern Addition, City of Roseburg, Douglas County, Oregon.

TOGETHER WITH that portion of Short Street and Burke Avenue which inured thereto by reason of the vacation of a portion of said Short Street and Burke Avenue by Ordinance No. 3450, recorded on November 30, 2015, Recording No. 2015-017973, Records of Douglas County, Oregon.

PARCEL 10:

Lot 8, Block 90, Third Southern Addition to the City of Roseburg, Douglas County, Oregon.

PARCEL 11:

BEGINNING at a ½ inch iron pipe at the Southwest corner of the intersection of Short Street and Burke Street from which a ¾ inch iron rod set at the centerline intersection of said streets bears North 27° 34' 30" East 30.0 feet; and South 62° 00' East 30.0 feet; thence North 62° 00' West 123.2 feet along the South line of Burke Street to its intersection with the Easterly right of way line of the Southern Pacific Railroad Co., said right of way line being 60 feet distant Southeasterly from the centerline of the main track; thence along said right of way line along a curve having a radius of 895.04 feet, the chord of which bears North 12° 12' East 31.5 feet to its intersection with the centerline of Burke Street; thence North 62° 00' West 17.5 feet along the Northwestern prolongation of said centerline of Burke Street to a ½ inch iron pipe; thence along a curve having a radius of 436.69 feet; the chord of which bears South 10° 38' West 77.4 feet to a point; thence North 81° 39' 17" West 13.0 feet to a point in the Easterly line of the Southern Pacific Railroad Co.'s right of way line 30 feet distant from the centerline of the main track; thence along said right of way line in a curve to the left having a radius of 925.37 feet the chord of which bears South 0° 47' 40" East 292.1 feet to a 1 inch iron pipe at its intersection with the Westerly line of Short Street; thence North 27° 34' 30" East 150.7 feet along said Westerly line of Short Street to the point of beginning, in the City of Roseburg, Douglas County, Oregon.

TOGETHER WITH that portion of vacated Burke Street inuring to said lands (Ord. 2163).

Including that portion described in Bargain and Sale Deed by Recorder's No. 82-02443, Book 813, Page 411, Records of Douglas County, Oregon, described as follows: Beginning at the Southwest corner of the intersection of SE Burke Avenue and SE Short Street; thence along the west right-of-way line of SE Short Street South 27° 34' 30" West 60.00 feet; thence North 13° 34' East 61.95 feet to the South right-of-way line of SE Burke Avenue; thence along said South right-of-way line of SE Burke Avenue South 62° 0' East 15 feet to the point of beginning.

ALSO beginning at a point on the West right-of-way line of SE Short Street – said point of beginning bearing South 27° 34' 30" West 159.7 feet from the Southwest corner of the intersection of SE Burke Avenue and SE Short Street; thence South 35° 25' West 107.00 feet; thence South 8° 33' East 24.76 feet to the West right-of-way line of said SE Short Street North 27° 34' 30" East 126.00 feet to the point of beginning.

TOGETHER WITH that portion of Short Street which inured thereto by reason of the vacation of a portion of said Short Street by Ordinance No. 2316, recorded on July 31, 1981, Recording No. 81-09669, Records of Douglas County, Oregon.

TOGETHER WITH that portion of Short Street which inured thereto by reason of the vacation of a portion of said Short Street by Ordinance No. 2848, recorded on March 29, 1994, Recording No. 94-07464 and re-recorded on May 6, 1994, Recording No. 94-10808, Records of Douglas County, Oregon.

ALSO Lots 13, 14, 15 and 16, Block 90, Third Southern Addition, City of Roseburg, Douglas County, Oregon.

TOGETHER WITH that portion of Short Street which inured thereto by reason of the vacation of a portion of said Short Street by Ordinance No. 2848, recorded on March 29, 1994, Recording No. 94-07464 and re-recorded on May 6, 1994, Recording No. 94-10808, Records of Douglas County, Oregon.

BEGINNING at a $\frac{3}{4}$ inch iron pipe in the West line of the alley in Block 90, Third Southern Addition to Roseburg, Douglas County, Oregon, from which pipe the standard street monument at the intersection of the center lines of Mill Street and South Street bears South $48^{\circ} 55'$ East 151.92 feet; thence North $62^{\circ} 35'$ West 146.61 feet to a $\frac{3}{4}$ inch iron pipe in the Easterly line of the Southern Pacific Railroad Company's right of way; thence following said right of way line South $9^{\circ} 38' 30''$ East 50.15 feet to a $\frac{3}{4}$ inch iron rod; thence South $62^{\circ} 35'$ East 115.56 feet to a $\frac{3}{4}$ inch iron rod in the Southerly prolongation of the West line of the aforesaid alley; thence North $28^{\circ} 30'$ East 40.00 feet along said Southerly prolongation to the point of beginning, in the City of Roseburg, Douglas County, Oregon.

ALSO beginning at a $\frac{3}{4}$ inch iron rod from which rod the standard street monument at the intersection of the centerline of Mill Street and South Street bears South $81^{\circ} 31'$ East 150.06 feet; thence North $19^{\circ} 15'$ East 45 feet to a $\frac{3}{4}$ inch iron rod in the Southeasterly prolongation of the West line of the alley in Block 90, Third Southern Addition to Roseburg, Douglas County, Oregon; thence North $62^{\circ} 35'$ West 115.56 feet to a $\frac{3}{4}$ inch iron rod in the Easterly line of the Southern Pacific Railroad Company right of way; thence following said right of way line, South $9^{\circ} 38'$ East 19.6 feet to a $\frac{3}{4}$ inch iron rod, and South $10^{\circ} 15'$ East 65.40 feet to a $\frac{3}{4}$ inch iron rod; thence South $80^{\circ} 33'$ East 73.83 feet to the point of beginning, in the City of Roseburg, Douglas County, Oregon.

SITUS: 420 SE Spring Avenue, 458 SE Floed Avenue, 1302, 1316, 1345, 1350, 1421 & 1523 SE Short Street, 332 & 333 SE Sykes Avenue, 1450 SE Mill Street, 405, 415 & 433 SE Burke Avenue, Roseburg, OR 97470

PARCEL 12:

THOSE PARCELS OF REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS, STATE OF OREGON, DESCRIBED AS FOLLOWS:

Lots 2, 3, 4, 5, 12, 13, 14 and 15, Block 5, RIVERSIDE ADDITION to the City of Roseburg, Douglas County, Oregon, TOGETHER WITH that portion of vacated Riverside Avenue adjacent to and West of Lots 12 to 15, inclusive, as set out in Order of Vacation, recorded in Book 189, Page 196, Recorder's No. 117419, Records of Douglas County, Oregon.

1350 NE Cedar Street, Roseburg, OR 97470

LANE COUNTY REAL PROPERTY:

THOSE PARCELS OF REAL PROPERTY SITUATED IN THE CITY OF SPRINGFIELD, COUNTY OF LANE, STATE OF OREGON, DESCRIBED AS FOLLOWS:

Lots 7 and 8, JEFF PARKER SUBDIVISION, as platted and recorded September 9, 2002, Document No. 2002-069738, Lane County Oregon Plat Records, in Lane County, Oregon.

MARION COUNTY REAL PROPERTY:

THAT PARCEL OF REAL PROPERTY SITUATED IN THE CITY OF SALEM, COUNTY OF MARION, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

Lot 3, DOUBLE TREE INDUSTRIAL PARK - PHASE I, in the City of Salem, County of Marion and State of Oregon.

SITUS: 3020 22nd Street SE, Salem, OR 97302

COOS COUNTY REAL PROPERTY:

THAT PARCEL OF REAL PROPERTY SITUATED IN THE CITY OF COOS BAY, COUNTY OF COOS, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

Beginning at a 2" iron pipe from which the iron pipe at the Southeast corner of the SW 1/4 of the SE 1/4 of Section 21, Township 25 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, bears North 87° 08' 04" East 219.96 feet and South 2° 55' 24" East 554.79 feet, said 2" iron pipe as shown per CS 14B27, marks the Northwest corner of Parcel 1 per Deed Instrument No. 89-11-1128, records of Coos County, Oregon; thence North 87° 08' 04" East 129.96 feet, more or less, along the North line of said Parcel 1 to a line offset Westerly 90 feet parallel and perpendicular to the West line of 26th Street; thence along the new property line, South 2° 55' 24" East 285 feet, more or less, parallel to said 26th Street to the South line of Parcel 2, per said Instrument No.

89-11-1128 and the Northerly right of way of the Oregon State Highway known as Ocean Boulevard; thence Westerly 129.17 feet, more or less, along said Northerly right of way to the Southwest corner of that Parcel 3 described in said Instrument No. 89-11-1128; thence North 3° 17' West 276.34 feet along the West line of Parcels 1, 2 and 3 of said Instrument No. 89-11-1128 to the point of beginning.

EXCEPTING therefrom that portion deeded to the State Highway Commission by Deed recorded January 31, 1973, as Microfilm No. 73-1-81457 and by Deed recorded February 24, 1971, as Microfilm No. 71-2-56339, Records of Coos County, Oregon

SITUS: 2640 Ocean Boulevard, Coos Bay, OR 97420

JACKSON COUNTY REAL PROPERTY:

THAT PARCEL OF REAL PROPERTY SITUATED IN THE COUNTY OF JACKSON, STATE OF OREGON, DESCRIBED AS FOLLOWS:

Parcel Two (2) of Partition Plat No. P-81-2006, recorded August 24, 2006, in Record of Partition Plats in Jackson County, Oregon, and filed as Survey No. 19307 in the Office of the County Surveyor

SITUS: 350 Ice Cream Drive, Central Point, OR 97502

KLAMATH FALLS COUNTY REAL PROPERTY:

Parcel 1 of Land Partition 44-02 being a replat of Parcel 1 of Land Partition 37-99 in the NE1/4 NW1/4 Section 10, Township 39 South Range 9 East of the Willamette Meridian, in the County of Klamath Falls, State of Oregon.

SITUS: 3100 Hilyard Avenue, Klamath Falls, OR 97603