

AFTER RECORDING RETURN TO:
CASCADE TITLE COMPANY
811 WILLAMETTE ST., EUGENE, OR 97401
VP21.0858/467027AM

After recording, return to:
Arnold Gallagher P.C.
Attn: Andrew P. Parks
800 Willamette Street, Suite 800
Eugene, Oregon 97401
166581
2607-00100-07500

2021-008878
Klamath County, Oregon
06/04/2021 12:02:01 PM
Fee: \$147.00

TRUST DEED, SECURITY AGREEMENT, AND FINANCING STATEMENT
(Line of Credit)

GRANTOR: WILLIAM MICHAEL SOLESBEE (“Grantor”)
Address: 2184 Country Haven Drive
Eugene, Oregon 97408

TRUSTEE: AMERITITLE, LLC (“Trustee”)
Address: 300 Klamath Avenue
Klamath Falls, Oregon 97601

BENEFICIARY: HEITMAN CUSTOM HOMES, LLC (“Beneficiary”)
an Oregon limited liability company
Address: 2233 Willamette Street, Suite C-2
Eugene, Oregon 97405

DATE: June
~~May~~ 3, 2021

MAXIMUM AMOUNT: The maximum amount to be loaned pursuant to the Promissory Note executed herewith is \$265,000.00 (the “Note”), together with interest and fees thereon.

MATURITY DATE: The Note sets forth the terms of a loan by Beneficiary to Grantor, which is secured by this Trust Deed, Security Agreement, and Financing Statement (the “Trust Deed”). The Note provides for a loan of \$265,000.00. The loan is due upon the earlier of the date that is eleven (11) months from the Effective Date of this Trust Deed, or the date on which the Property that is the collateral for this loan is refinanced or conveyed to a third party.

RECITAL:

As used in this Trust Deed, “Building Agreement” means that certain Building Agreement of even date herewith between Grantor and Beneficiary, as amended from time to time.

AGREEMENTS:

1. **Conveyance.** Grantor, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, conveys and assigns to Trustee, in trust for the benefit and security of Beneficiary, with power of sale, the real property located in Klamath County, State of Oregon, that is described on the attached Exhibit A, subject only to the specific exceptions of record as set forth in that certain Preliminary Title Report issued by Cascade Title dated May 17, 2021, File No. 467027AM, Exceptions 1-14; 16 (the “**Permitted Exceptions**”).

TOGETHER with all of the following described property, whether now or hereafter existing and in which Grantor now or hereafter has any right, title or interest:

1.1 All buildings and improvements on the property;

1.2 All easements, appurtenances, rents, profits, royalties, timber, water rights, mineral rights, oil and gas rights, and other rights and interests appurtenant to the property; and

1.3 All fixtures, machinery, equipment and appliances on the property;

all of which, including replacements and additions thereto, shall be deemed to be a part of the real property covered by this Trust Deed; and all of the foregoing, together with that real property, are herein referred to as the “**Real Property**”.

2. **Security Interest.** Grantor also hereby grants to Beneficiary a security interest in all of the following-described property, whether now or hereafter existing, and in which Grantor, now or hereafter has any right, title or interest (the “**Personal Property**”):

2.1 All fixtures, machinery, equipment and appliances on the Real Property, including replacements and additions thereto; all goods located on the Real Property or used in the construction, operation or occupancy of the Real Property, including, but not limited to, all appliances, furniture, furnishings, and building materials, supplies and equipment, specifically including all items purchased with funds loaned to Grantor by Beneficiary and funds contributed to the construction of the Real Property and improvements; and the proceeds and products thereof.

2.2 The proceeds and products of the Real Property and the Personal Property.

The Real Property and the Personal Property are sometimes collectively referred to herein as the “**Property**”.

3. **Obligations Secured.** This Trust Deed secures:

3.1 Payment of the indebtedness evidenced by that certain Note in which Grantor is the maker of even date herewith in the principal amount of \$265,000.00, with interest thereon;

3.2 Payment and performance of all obligations of Grantor under the Building Agreement;

3.3 Performance of the covenants and agreements of Grantor contained in this Trust Deed;

3.4 Payment of all other sums, with interest thereon, advanced to protect the security of this Trust Deed;

3.5 Payment and performance of all obligations under all other present and future agreements executed by Grantor in favor of Beneficiary and relating to the obligations secured by this Trust Deed; and

3.6 Payment and performance of all extensions, renewals or other modifications of any obligation secured by this Trust Deed.

The interest rate, payment terms or balance due on the obligations secured hereby may be indexed, adjusted, renewed, or renegotiated from time to time upon agreement between Grantor and Beneficiary.

4. Covenants of Title. Grantor covenants that Grantor is the lawful owner of the estate hereby conveyed and has the right to grant, convey and assign the Property and the improvements to be constructed thereon. Grantor covenants that the Property is unencumbered, and that Grantor will warrant and defend the title to the Property against all claims and demands. Grantor further covenants that this Trust Deed granted to Trustee is not a residential trust deed and Grantor is developing the Property solely for business investment purposes. Neither of the Grantor nor his immediate family members intend to occupy the Property as a primary residence.

5. Payment of Principal and Interest. Grantor shall promptly pay when due (or within any applicable grace periods) the principal of and interest on the indebtedness evidenced by the Note and all other obligations secured by this Trust Deed.

6. Taxes; Charges; Liens. Grantor will pay, or will cause to be paid when due (a) all taxes, assessments and other governmental rates and charges against the Property (including those heretofore due) and (b) all other taxes, charges, premiums, assessments and impositions in connection with Grantor or the Property which are necessary to protect Beneficiary's interest. Upon request, Grantor shall promptly furnish to Beneficiary all notices of amounts due under this paragraph, and all receipts evidencing payment of those amounts. Grantor shall promptly discharge any lien on the Property, and Grantor shall pay or cause to be paid, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Beneficiary's prior written permission, Grantor shall not allow any lien against all or any portion of the Real Property or the Personal Property.

7. Insurance. Grantor shall maintain, or cause to be maintained, in force property damage and builder's risk insurance, liability insurance, and any other insurance required by Lender from time to time. Insurance policies must be commercially reasonable as to amount, form, deductibles, term and insurer. Without limitation:

7.1 Property damage and builder's risk insurance shall insure against loss by fire, hazards included within the term "extended coverage", broad form, and rent loss; shall be for the full replacement cost of the Real Property and Personal Property; and shall include a standard mortgagee clause in favor of Beneficiary.

7.2 With respect to liability insurance, Beneficiary shall be named as an additional insured, and as to Beneficiary that insurance shall be primary and noncontributing in the event of loss with any other insurance Beneficiary may carry.

All policies shall provide that coverage cannot be modified or cancelled without prior written notice to Beneficiary of not less than 15 days. Prior to the expiration date of any policy, Grantor shall deliver to Beneficiary a renewal policy or binder.

If the insurance proceeds are held for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Beneficiary may approve in writing. If the Property is sold pursuant to the paragraph of this Trust Deed entitled **Rights And Remedies On Default** or if Beneficiary acquires title to the Property, Beneficiary shall have all of the right, title and interest of Grantor in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

8. **Preservation And Maintenance Of Property.** Grantor (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Beneficiary may approve in writing, in the event of any damage, injury or loss thereto, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall be responsible for any damage or injury to property or person resulting from the condition of the Property and the activities of Grantor, Grantor's or agents and employees, any independent contractor hired by Grantor, any tenant of Grantor and any person upon the Property with the express or implied consent of Grantor, and Grantor shall indemnify and save Beneficiary harmless from any and all loss, liability or expense arising out of such condition or activities, (f) shall comply with all easements, reservations, restrictions, conditions and other private regulations applicable to the Property, and (g) shall give notice in writing to Beneficiary of and, unless otherwise directed in writing by Beneficiary, appear in and defend any action or proceeding purporting to affect the Property, the security of this Trust Deed or the rights or powers of Beneficiary. Excepting the Project as defined in the Building Agreement, neither Grantor nor any other person, without the written approval of Beneficiary, shall remove, demolish or alter any improvement now existing or hereafter erected on the Real Property, or any fixture, equipment, machinery, appliance or Personal Property except when incident to the replacement of fixtures, equipment, machinery, appliances and Personal Property with items of like kind and at least equivalent value.

9. **Use of Property.** Unless required by applicable law or unless Beneficiary has otherwise agreed in writing, Grantor shall not allow changes in the use for which all or any part of the

Property was intended at the time this Trust Deed was executed. Grantor will not initiate, join in or consent to any change in any private restrictive covenant or condition, zoning ordinance, or other public or private restriction, limiting or defining the uses which may be made of the Property or any portion thereof, without the prior written consent of Beneficiary.

10. Protection of Beneficiary's Security Interest. Upon any default, or if any action or proceeding is commenced which affects the Property or the interest of Beneficiary, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Beneficiary, at Beneficiary's option, and without waiver of any default, may make such appearances, disburse such sums and take such action as Beneficiary deems necessary, in its sole discretion, to protect Beneficiary's interest, including, but not limited to, (i) disbursement of attorneys' fees, (ii) entry upon the Property to make repairs, (iii) payment of rates, rents, taxes, assessments, premiums and Other Impositions attributable to the Property, and (iv) procurement of satisfactory insurance as provided in the paragraph entitled **Insurance**.

Any amounts disbursed by Beneficiary pursuant to this paragraph, with interest thereon, shall become additional indebtedness of Grantor secured by this Trust Deed. Unless Grantor and Beneficiary agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the default rate of interest set forth in the Note. Grantor hereby covenants and agrees that Beneficiary shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the obligations secured hereby. Nothing contained in this paragraph shall require Beneficiary to incur any expense or take any action hereunder, and Beneficiary shall not incur any liability because of Beneficiary's acts or omissions hereunder.

11. Condemnation. Grantor shall promptly notify Beneficiary of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or any part thereof, and Grantor shall appear in and prosecute any such action or proceedings. If Grantor does not, Beneficiary, as attorney-in-fact for Grantor, may commence, appear in and prosecute, in Grantor's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, shall be paid to Beneficiary.

Beneficiary, after the deduction of Beneficiary's necessary expenses incurred in the collection of such proceeds, shall hold the balance of such proceeds to be used to reimburse Grantor for the cost of reconstruction or repair of the Property. The Property shall be restored to the equivalent of its original condition or such other condition as Beneficiary may approve in writing. Grantor agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Beneficiary may require. Any excess proceeds shall be applied to the Note as a prepayment.

12. Forbearance by Beneficiary Not a Waiver. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a

waiver of or preclude the exercise of any other right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the indebtedness secured by this Trust Deed, nor shall Beneficiary's receipt of any awards, proceeds or damages under the paragraphs entitled **Insurance** and **Condemnation** operate to cure or waive any default in payment or performance of obligations secured by this Trust Deed.

13. Uniform Commercial Code Security Agreement. This Trust Deed is intended to be a security agreement pursuant to the Uniform Commercial Code for any portion of the Property which, under applicable law, may be subject to a security interest, and Grantor hereby grants Beneficiary a security interest in that Property. This Trust Deed is further intended to be a financing statement pursuant to the Uniform Commercial Code. Grantor agrees that Beneficiary may file this Trust Deed, or a reproduction thereof, in the Lane County Official Records, with the Secretary of State, or in any other appropriate index, as a financing statement with respect to that Property. In addition, Grantor agrees to execute and deliver to Beneficiary, upon Beneficiary's request, and file with the appropriate filing officer or offices any security agreements, financing statements, continuation statements, or other instruments that Beneficiary may request or require to impose, perfect or continue the perfection of, the lien or security interest created by this Trust Deed. Grantor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases. Without the prior written consent of Beneficiary, Grantor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interests in the Property, including replacements and additions thereto. Upon Grantor's breach of any covenant or agreement of Grantor contained in this Trust Deed, including the covenants to pay when due all obligations secured by this Trust Deed, Beneficiary shall have the remedies of a secured party under the Uniform Commercial Code and, at Beneficiary's option, may also invoke the remedies provided in the paragraph of this Trust Deed entitled **Rights and Remedies on Default**. In exercising any of said remedies, Beneficiary may proceed against the items of Real Property and any items of Personal Property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary's remedies under the Uniform Commercial Code or of the remedies provided in the paragraph of this Trust Deed entitled **Rights and Remedies on Default**. Any disposition may be conducted by an employee or agent of Beneficiary or Trustee. Any person, including both Grantor and Beneficiary, shall be eligible to purchase any part of such Property at that disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall be borne by Grantor and shall include Beneficiary's and Trustee's reasonable attorneys' fees. Grantor, upon demand of Beneficiary, shall assemble the Personal Property and make it available to Beneficiary at the Real Property. Beneficiary shall give Grantor at least ten (10) days' prior written notice of the time and place of any public sale or other disposition, or of the time of, or after which, any private sale or other disposition is to be made.

14. Transfers of the Property. On sale or transfer of the Property, Beneficiary may, at Beneficiary's option, declare all of the sums secured by this Trust Deed to be immediately due and payable, and Beneficiary may invoke any remedies permitted by the paragraph of this Trust Deed entitled **Rights and Remedies on Default**.

15. Notice. Any notices required or permitted to be given under the terms of this Trust Deed shall be in writing and may be given by personal delivery; first class mail; certified mail, return

receipt requested; or nationally recognized overnight courier; directed to the parties at the addresses on page 1 of this Trust Deed, or such other address as any party may designate in writing prior to the time of the giving of such notice, or in any other manner authorized by law. Any notice given shall be effective when actually received; or if given by certified mail, then 48 hours after deposit of such notice in the United States mail with postage prepaid; or if given by overnight courier, then 24 hours after the deposit of such notice with the overnight courier with delivery charges prepaid.

16. Successors and Assigns. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Grantor, subject to the provisions of the paragraph of this Trust Deed entitled **Transfers of the Property**.

17. Waiver of Marshalling. Notwithstanding the existence of any other security interests in the Property held by Beneficiary or by any other party, Beneficiary shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Beneficiary shall have the right to determine the order in which any or all portions of the obligations secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Grantor, any party who consents to this Trust Deed and any party who now or hereafter acquires a security interest in the Property hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

18. Default. Time is of the essence of this Trust Deed. The occurrence of any of the following shall constitute an event of default:

18.1 Failure to pay any portion of any obligations secured by this Trust Deed within five (5) days after the due date thereof.

18.2 Transfer of the Property.

18.3 Dissolution, termination of existence, or insolvency on a balance sheet basis; the commencement by Grantor of a voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Grantor in an involuntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Grantor to the appointment of a receiver, trustee, or custodian of Grantor or of any of Grantor's property; an assignment for the benefit of creditors by Grantor; the making or suffering by Grantor of a fraudulent transfer under applicable federal or state law; concealment by Grantor of any of its property in fraud of creditors; the making or suffering by Grantor of a preference within the meaning of the federal bankruptcy law; the imposition of a lien through legal proceedings or distraint upon any of the property of Grantor which is not discharged in the manner permitted by this Trust Deed; or Grantor's failure generally to pay its debts as such debts become due; provided, however, that the commencement of any proceeding under any bankruptcy or insolvency laws against Grantor by any third person shall not be an event of default if that proceeding is dismissed 30 days of the date of its commencement.

18.4 Commencement of any suit or other action to foreclose or enforce any lien, charge or encumbrance on all or any part of the Property.

18.5 Any default under the provisions of the Building Agreement or Note delivered herewith.

19. Rights and Remedies on Default.

19.1 Remedies. Upon the occurrence of any event of default and at any time thereafter, Trustee or Beneficiary may exercise any one or more of the following rights and remedies:

19.1.1 Beneficiary may declare all sums secured by this Trust Deed immediately due and payable.

19.1.2 Trustee shall have the right to foreclose by notice and sale, or Beneficiary shall have the right to foreclose by judicial foreclosure, in either case in accordance with applicable law.

19.1.3 If this Trust Deed is foreclosed by judicial procedure, Beneficiary will be entitled to a judgment, which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for any amount by which the unpaid balance of the obligations secured by this Trust Deed exceeds the net sale proceeds payable to Beneficiary.

19.1.4 With respect to all or any part of the Property that constitutes personality, Beneficiary shall have all rights and remedies of a secured party under the Uniform Commercial Code.

19.1.5 Beneficiary shall have the right to take possession of the Property and collect all the rents and revenues of the Property.

19.1.6 Beneficiary shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, to collect all the rents and revenues from the Property and apply the proceeds, over and above costs of the receivership, against the sums due under this Trust Deed. The receiver may serve without bond if permitted by law.

19.1.7 In the event Grantor remains in possession of the Property after the Property is sold as provided above or Beneficiary otherwise becomes entitled to possession of the Property upon default, Grantor shall become a tenant at will of Beneficiary or the purchaser of the Property and shall pay a reasonable rental for use of the Property while in Grantor's possession.

19.1.8 Beneficiary may apply toward the payment of any obligations secured by this Trust Deed such sums or any part thereof held by Beneficiary under the provisions of this Trust Deed, or any indebtedness of Beneficiary to Grantor.

19.1.9 Trustee and Beneficiary shall have any other right or remedy provided in this Trust Deed, the Note, the Building Agreement, or any other present or future agreements delivered in connection therewith, or available at law, in equity or otherwise.

19.2 Sale of the Property. In exercising its rights and remedies, Trustee or Beneficiary may, at Beneficiary's sole discretion, cause all or any part of the Property to be sold as a whole or in parcels, and certain portions of the Property may be sold without selling other portions. Beneficiary may bid at any public sale on all or any portion of the Property.

19.3 Waiver; Election of Remedies. A waiver by Beneficiary of a breach of a provision of this Trust Deed shall not constitute a waiver or prejudice Beneficiary's right otherwise to demand strict compliance with that provision or any other provision. Election by Beneficiary to pursue any remedy shall not exclude pursuit of any other remedy, and all remedies of Beneficiary under this Trust Deed are cumulative and nonexclusive, and may be exercised concurrently, independently, or successively, in any order whatsoever. An election to make expenditures or take action to perform an obligation of Grantor shall not affect Beneficiary's right to declare a default and exercise its remedies under this Trust Deed.

20. Reconveyance. Upon payment and performance of the Note (even if all other obligations under the Building Agreement not then due remain to be discharged), Beneficiary shall (a) request Trustee to reconvey the Real Property and shall surrender this Trust Deed and all notes evidencing indebtedness secured by this Trust Deed to Trustee, and (b) execute such documents as are reasonably required to terminate Beneficiary's security interest in the Personal Property. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay Trustee's costs incurred in so reconveying the Property.

21. Substitute Trustee. In accordance with applicable law, Beneficiary may from time to time appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

22. Acceptance of Trust. Trustee accepts this trust when this Trust Deed, fully executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of a pending sale under any other trust deed 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.

23. Legal Expenses. If Grantor shall be in default as specified above, or if Beneficiary seeks adequate protection of Beneficiary's interest under the Bankruptcy Code, then Grantor shall pay to Trustee and Beneficiary all reasonable expenses incurred by Trustee and/or Beneficiary, at any time necessary for the protection of Beneficiary's interest or the enforcement of Beneficiary's rights. If any legal proceeding is commenced to foreclose this Trust Deed or which concerns this Trust Deed in any way or arises from the execution hereof, including appeals, the prevailing party shall be entitled to recover its reasonable attorney's fees.

24. **Severability.** In the event that any provision or clause of this Trust Deed or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Trust Deed or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Trust Deed and the Note are declared to be severable.

25. **Statutory Disclosure.** As required by Oregon statute (ORS 746.201(2)), the following disclosure is made:

WARNING

UNLESS YOU PROVIDE US WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY OUR CONTRACT OR BUILDING AGREEMENT, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPERTY COVERAGE ELSEWHERE. YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR CONTRACT OR LOAN BALANCE. IF THE COST IS ADDED TO YOUR CONTRACT OR LOAN BALANCE, THE INTEREST RATE ON THE UNDERLYING CONTRACT OR LOAN WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR THE DATE YOU FAILED TO PROVIDE PROOF OF COVERAGE. THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY MANDATORY LIABILITY INSURANCE REQUIREMENTS IMPOSED BY APPLICABLE LAW.

[SIGNATURE PAGE FOLLOWS]

William Michael Solesbee
William Michael Solesbee

STATE OF OREGON)
) ss.
COUNTY OF LANE)

This instrument was acknowledged before me on June 3, 2021, by William Michael Solesbee.

[Signature]
Notary Public for Oregon
My commission expires: 1/12/2024

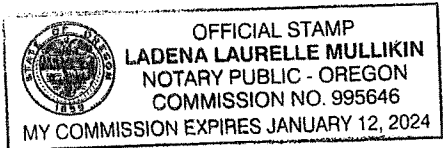


EXHIBIT A

Legal Description

Lot 37 in Block 3 of TRACT NO. 1122, according to the official plat thereof on file in the office of the County Clerk of Klamath County Oregon.

EXHIBIT A