

2021-012611**Klamath County, Oregon****08/18/2021 01:24:01 PM****Fee: \$117.00****RECORDING COVER SHEET**

This cover sheet was prepared by the person presenting it for recording. The information in this cover sheet reflects the information in the instruments to be recorded. The cover sheet was added for the purposes of meeting ORS 205.234 and does not affect the transactions contained in the instrument(s) recorded.

Hometap Equity Partners LLC
800 Boylston Street
16th Street
Boston, MA 02199

RECORDING REQUESTED BY:
Hometap Investment Partners III SPV, LLC
Investment No.: OR660903

Record and Return to:
2605 Enterprise Road East,
Suite 270, Clearwater, FL 33759
C-OR769985
Parcel ID: 615089

NAMES OF THE TRANSACTIONS RECORDED, <i>per ORS 205.234(1)(a) and ORS 205.236</i>	Memorandum of Option Purchase Agreement
NAMES OF THE PARTIES, <i>per ORS 205.125(1)(a)-(b) and ORS 205.160</i>	Homeowner(s)/Grantor(s): Carlos A. Esqueda, Jr.
	Grantee: Hometap Investment Partners III SPV, LLC
TRUE AND ACTUAL CONSIDERATION PAID, <i>per ORS 93.030</i>	\$28,000.00
TAX STATEMENT INFORMATION, <i>per ORS 93.260(1)</i>	Until a change is requested, all tax statements shall be sent to the following address: 2335 Wantland ave, Klamath Falls, OR 97601
SATISFACTION OF ORDER OR WARRANT, <i>per ORS 205.125(1)(e)</i>	<input type="checkbox"/> FULL <input type="checkbox"/> PARTIAL
The amount of the monetary obligation imposed by the order or warrant, <i>per ORS 205.125(1)(c)</i>	\$ _____
If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244	RERECORDED AT THE REQUEST OF _____ TO CORRECT _____ PREVIOUSLY RECORDED IN BOOK _____ AND PAGE _____, OR AS FEE NUMBER _____.

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_____[Space Above This Line For Recording Data]_____

Investment Amount: \$28,000.00

MEMORANDUM OF OPTION PURCHASE AGREEMENT

This Memorandum of Option Purchase Agreement (this "**Memorandum**") is entered into as of 07/27/2021 (the "**Signing Date**"), by and between Carlos A. Esqueda, Jr. (the "**Owner**") and Hometap Investment Partners III SPV, LLC, a Delaware limited liability company, and its successors and assigns ("**Hometap**"). The Owner and Hometap are sometimes referred to together in this Memorandum as the "**Parties**" and individually as a "**Party**". Terms not defined in this Memorandum have the meanings provided in the Hometap Option Purchase Agreement (the "**Option Agreement**").

WHEREAS, on the Signing Date the Owner and Hometap entered into that certain unrecorded Option Agreement, which is incorporated by reference into this Memorandum as if set forth in full;

WHEREAS, pursuant to the Option Agreement, the Owner has granted and conveyed to Hometap an option (the "**Option**") to purchase an undivided percentage interest of fee simple title ownership in and to the residential real property owned by the Owner located at 2335 Wantland Avenue, Klamath Falls, OR 97601 and further described on Exhibit A attached hereto (the "**Property**");

WHEREAS, in consideration for granting and conveying the Option, Hometap has paid to the Owner an Investment Amount equal to \$28,000.00;

WHEREAS, pursuant to the Option Agreement the Owner has made certain representations, warranties, covenants and promises to, and for the benefit of, Hometap regarding the Option and the Property; and

WHEREAS, the Parties have executed and recorded this Memorandum to give notice of the Option Agreement and certain rights of Hometap to the Property and certain responsibilities the Owner owes Hometap, as well as the covenants and promises of the Owner included in the Option Agreement that run with the land and will be binding on any person who acquires the Property or any interest in the Property so long as the Option Agreement has not expired or been terminated.

NOW THEREFORE, in consideration of the foregoing the Parties agree as follows:

1. Irrevocable Nature of Option. The Option is irrevocable by the Owner.
2. Option Period. The Option will commence on Effective Date and will expire on the Expiration Date, unless the Option Period has been extended in accordance with the Option Agreement.
3. Subsequent Owners. Every person who now or later owns or acquires any right, title, or interest in or to the Property is and will be conclusively deemed to have consented and agreed to every restriction, provision, covenant, right, and limitation contained in the Option Agreement and this Memorandum, whether or not such person expressly assumes such restrictions, provisions, covenants, rights, and limitations or whether or not any reference to the Option Agreement or this Memorandum is contained in the instrument conveying such interest in the Property to such person.
4. Option Covenants Run with the Land. The Option Agreement covenants are deemed to be covenants running with the land, so as to give it the broadest possible application, and include, without limitation, the following:
 - a. Restrictions on the Owner's right to transfer the Property.
 - b. Restrictions on the Owner's ability to borrow against the Property.
 - c. Restrictions of the Owner's ability to rent the Property.
 - d. Requirement that the Owner pay Hometap the Hometap Share pursuant to the terms and conditions of the Option Agreement.
 - e. Requirements that any sale of the Property conform to certain procedures set forth in the Option Agreement.
 - f. Requirements that the Owner maintain adequate insurance on the Property against certain hazards.
 - g. Requirements that the Owner keep the property free and clear of any liens or encumbrances not authorized by Hometap.
5. Governing Law. This Memorandum will be determined under, governed by, and construed in accordance with the laws of the state in which the Property is located, without regard to its conflict of law principles to the furthest extent possible.
6. Counterparts. This Memorandum may be executed in counterparts, each of which when so executed will be deemed an original, but all such counterparts will constitute one and the same agreement.

7. Termination. This Memorandum will remain in full force and effect until released by written termination or quitclaim deed executed by Hometap and notarized and recorded in the real property records where the Property is located or until extinguished by operation of law.
8. Notices. All notices or written communications required in connection with this Memorandum will be delivered in accordance with the Option Agreement and to the following addresses, unless a Party has been notified by the other Party in writing of a substitute address:

Hometap

Hometap Investment Partners III SPV, LLC
800 Boylston Street
16th Floor
Boston, MA 02199
Attention: Legal Department

Owner

Carlos A. Esqueda

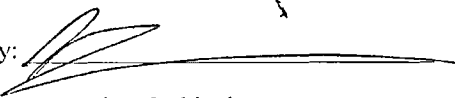
2335 Wantland ave
Klamath Falls, OR 97601

/Signature Pages Follow/

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Memorandum as of the Signing Date by their signatures below. This Memorandum may be executed in multiple counterparts, each of which when so executed will be deemed an original, but all such counterparts will constitute one and the same Memorandum.

**HOMETAP INVESTMENT PARTNERS III
SPV, LLC**

By: Hometap Equity Partners, LLC,
Its Manager

By: 

Name: Adam Jaskievic

Title: VP, Operations & Authorized Signatory

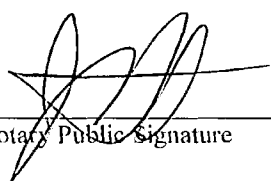
Date: 7/27/21

Acknowledgment Certificate

Commonwealth of Massachusetts

County of Middlesex

On this 27th day of July, 2021, before me, the undersigned notary public, Adam Jaskievic (name of document signer) personally appeared, proved to me through satisfactory evidence of identification, which were MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public Signature

My commission expires



JEFFREY M. HORNE
Notary Public
Commonwealth of Massach
My Commission Expires
March 31, 2028

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Memorandum as of the Signing Date by their signatures below. This Memorandum may be executed in multiple counterparts, each of which when so executed will be deemed an original, but all such counterparts will constitute one and the same Memorandum.

OWNER(S):

By: 

Carlos A. Esqueda, 

Date: 07-27-2021

Acknowledgment Certificate

State of Oregon

County of Klamath

This record was acknowledged before me on (date) 07-27-2021 by

(name of individual) Carlos A. Esqueda, Jr.

Signature of notarial officer: Jean Ann Backus

Stamp (if required):

Title of office: Notary Public - State of Oregon

My commission expires: February 12, 2024

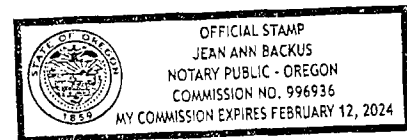


Exhibit A

Property Description

Situated in the county of Klamath, State of Oregon, described as follows, to wit:

The easterly Forty-nine (49) feet of Lot Thirteen (13) of Block Three Hundred (300) of Darrow Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

Parcel ID / APN: 615089