

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Davis Wright Tremaine LLP  
865 S. Figueroa Street  
Suite 2400  
Los Angeles, California 90017  
Attention: Nancy B. Clapp, Esq.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**ASSIGNMENT OF TRUST DEED AND  
RELATED DOCUMENTS**

For value received, **STATE OF OREGON** acting by and through its **STATE TREASURER** and its **HOUSING AND COMMUNITY SERVICES DEPARTMENT** ("**Governmental Lender**"), with an address at 725 Summer Street NE, Suite B, Salem, Oregon, 97301 1266, Attention: Manager, Multifamily Finance and Section Resource, hereby grants, conveys, assigns and transfers to **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, in its capacity as "Funding Lender" under the Funding Loan Agreement described below (in such capacity "**Funding Lender**"), for security purposes only and without recourse, the interest of Governmental Lender (other than the "Unassigned Rights," as such term is defined in that certain Funding Loan Agreement dated as of May 1, 2024 (the "**Funding Loan Agreement**"), by and among Governmental Lender, Zions Bancorporation, National Association, a national banking association, in its capacity as "Fiscal Agent" thereunder ("**Fiscal Agent**"), and Funding Lender) under:

A. That certain Line of Credit Instrument Leasehold Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "**Trust Deed**") dated as of even date herewith, executed by **MOUNTAINVIEW TOWNHOMES LIMITED PARTNERSHIP**, an Oregon limited partnership ("**Borrower**"), as grantor, to **FIDELITY NATIONAL TITLE INSURANCE COMPANY**, as trustee, for the benefit of Governmental Lender, as beneficiary, recording substantially concurrently herewith in the Official Records of Klamath County, Oregon ("**Official Records**"), affecting the real property described in Exhibit A attached hereto and incorporated herein by this reference;

B. That certain Borrower Loan Agreement (the "**Loan Agreement**") dated as of May 1, 2024, between Governmental Lender, Fiscal Agent and Borrower;

C. That certain Promissory Note ("**Note**") dated as of even date herewith, executed by Borrower in favor of Governmental Lender, in the original principal amount of Fifteen Million and No/100th Dollars (\$15,000,000), and all renewals, modifications and extensions thereof;

D. That certain Payment Guaranty Agreement dated as of even date herewith, executed by William L. Syrios, an individual ("**WS Guarantor**"), Teresa S. Syrios, an individual ("**TS Guarantor**"), and The Syrios Trust dated January 28, 2005 ("**Trust Guarantor**"), and together with WS Guarantor and TS Guarantor, "**Guarantor**") for the benefit of Governmental Lender, and that certain Completion Guaranty Agreement dated as of even date herewith, executed by Guarantor for the benefit of Governmental Lender;

E. The policies of title insurance issued by Chicago Title Insurance Company insuring the lien of the Trust Deed; and

F. All other "Loan Documents" relating to the "Borrower Loan" (as such terms are defined in the Funding Loan Agreement) secured by the Trust Deed, all of which are granted to secure all obligations of Governmental Lender under the Funding Loan Agreement, and all renewals, modifications and extensions thereof.

All capitalized terms used herein and without definition shall have the meanings set forth in the Funding Loan Agreement.

Dated as of May 1, 2024.

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**GOVERNMENTAL LENDER:**

**STATE OF OREGON,**

acting by and through its STATE TREASURER

and its HOUSING AND COMMUNITY SERVICES DEPARTMENT

By: \_\_\_\_\_

Name: Caleb Yant

Title: Deputy Director

STATE OF OREGON

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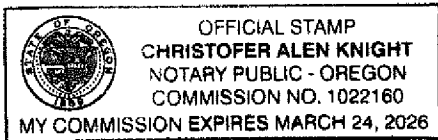
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COUNTY OF MARION

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On this 1<sup>st</sup> day of May, 2024, before me personally appeared Caleb Yant, to me known to be the Deputy Director of the State of Oregon Housing and Community Services Department, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



\_\_\_\_\_

(Signature of Notary)

Christopher Knight

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Oregon.

My appointment expires: March 24, 2026

## **EXHIBIT A**

### **REAL PROPERTY**

All that certain Real Property situated in the City of Willamette, County of Klamath, State of Oregon, described as follows:

Parcel 1, Land Partition 15-23, a replat of Parcel 3 Land Partition 8-20, a replat of Parcel 3 of Land Partition 2-17 situate in the NE1/4 Section 14, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon and recorded December 26, 2023 as Instrument No. 2023-010962, Klamath County Records.