

TAX RECORDS + TITLE REPORT

WILLIAMS CREEK RANCH

18200 WILLIAMS HIGHWAY, WILLIAMS, OR

CONTENTS PAGE

01 County Tax Records 2

02 Title Report + Exceptions 11

Title Report 12
Exception 17 Easement, Electric Transmission 24
Exception 17A Recorded Document 26
Exception 17B Recorded Document 29
Exception 17C Recorded Document 31
Exception 18 Easement, Electric Transmission 33
Exception 18A Recorded Document 35
Exception 19 Ditch Easement, Little Williams Ditch 37
Exception 22 Easement, Electric Transmission 40
Exception 23 Deed of Trust 46
Exception 24 Deed of Trust 65
Exception 25 Financing Statement 80
Vesting Deed 84

SECTION

01

COUNTY TAX RECORDS

WILLIAMS CREEK RANCH

18200 WILLIAMS HIGHWAY | SECTION 1 OF 2

JOSEPHINE COUNTY PROPERTY ASSESSMENT & TAX DATA

Property	Owner	Property Address	2026 Real Market Value
R326552	ASGEIRSSON, ASGEIR & ASGEIRSSON, PATRICIA	18200 WILLIAMS HWY, WILLIAMS, OR 97544	$1,325,760

Property Page: Property Details

2027 GENERAL INFORMATION

Property Status	A Active
Property Type	Residential
Legal Description	ACRES 10.00, POTENTIAL ADD'L TAX LIAB
Alternate Account Number	ZF108
Neighborhood	1700 Williams
Map Number	38-05-23-00-001000-00
Property Use	551-HBU Farm; Zone Farm; Receiving Spec Asmt/Improved
Levy Code Area	09
Zoning	EF

RELATED PROPERTIES

Linked Properties R344871, R344871

2027 OWNER INFORMATION

Owner Name	ASGEIRSSON, ASGEIR & ASGEIRSSON, PATRICIA
Mailing Address	18200 WILLIAMS HWY WILLIAMS, OR 97544

EXEMPTIONS/DEFERRALS

EXEMPTION CODE	EXEMPTION DESCRIPTION	EXPIRATION YEAR
ALTEN	ALTERNATIVE ENERGY (307.175)	-

2026 IMPROVEMENTS

Expand/Collapse All Improvements

Improvement #1 — Improvement Type: **Residential** — Beds: **2**

ID	SEGMENT TYPE	SEGMENT CLASS	YEAR BUILT	AREA	DETAILS
1	MAIN.AREA	CLASS 5	2006	2,910	Expand Details
2	2ND FLOOR	CLASS 5	2006	996	Expand Details

Improvement #2 — Improvement Type: **Residential** — Beds: **0**

Improvement #3 — Improvement Type: **Farm Building** — Beds: **0**

ID	SEGMENT TYPE	SEGMENT CLASS	YEAR BUILT	AREA	DETAILS
1	LOFT BARN	CLASS 6	2006	5,800	Expand Details
2	ROOF COVER PREFAB ALUM.	-	2006	600	Expand Details
3	ROOF COVER PREFAB ALUM.	-	2006	600	Expand Details
4	ROOF COVER PREFAB ALUM.	-	2006	240	Expand Details
5	ROOF COVER COMP SHINGLE	-	2006	240	Expand Details

Improvement #4 — Improvement Type: **Misc Imp** — Beds: **0**

ID	SEGMENT TYPE	SEGMENT CLASS	YEAR BUILT	AREA	DETAILS
1	HAY COVER	CLASS 6	2006	19,152	Expand Details
2	HAY COVER	CLASS 6	2006	19,152	Expand Details

Improvement #5 — Improvement Type: **Misc Imp** — Beds: **0**

ID	SEGMENT TYPE	SEGMENT CLASS	YEAR BUILT	AREA	DETAILS
1	HAY COVER	CLASS 4	2006	1,368	Expand Details

Improvement #6 — Improvement Type: **Misc Imp** — Beds: **0**

ID	SEGMENT TYPE	SEGMENT CLASS	YEAR BUILT	AREA	DETAILS
1	ROOF COVER ALUMINUM	-	2006	324	Expand Details
2	CONCRETE EXP AGG	-	2006	324	Expand Details
3	ROOF COVER ALUMINUM	-	2006	1,948	Expand Details
4	CONCRETE EXP AGG	-	2006	1,948	Expand Details
5	DECK ELABORATE RAILS	-	2006	270	Expand Details

Improvement #7 — Improvement Type: **Misc Imp** — Beds: **0**

ID	SEGMENT TYPE	SEGMENT CLASS	YEAR BUILT	AREA	DETAILS
1	SPA, LARGE	-	2008	50	Expand Details

Improvement #8 — Improvement Type: **Misc Imp** — Beds: **0**

ID	SEGMENT TYPE	SEGMENT CLASS	YEAR BUILT	AREA	DETAILS
1	OTHER	-	2010	6,000	Expand Details

Improvement #9 — Improvement Type: **Misc Imp** — Beds: **0**

ID	SEGMENT TYPE	SEGMENT CLASS	YEAR BUILT	AREA	DETAILS
1	SOLAR	CLASS 3	2023	16,000	Expand Details

2026 LAND SEGMENTS

STATE CODE	SEGMENT TYPE	LAND SIZE
L1	501 Farm-EFU-Not Receiving Sp Asmt/Imp	1.00 Acres
L2	B1 BOTTOM IRR	9.00 Acres
L3	IRR Irrigation	-
L4	IRR Irrigation	-
L5	OSD On-Site Development	-
L6	LS Landscaping	-
TOTALS		**435600.00 Sq. ft / 10.00 acres**

CERTIFIED / IN PROCESS VALUES

YEAR	IMPROVEMENTS	LAND	RMV	SPECIAL USE	ASSESSED VALUE
2026	$1,042,450	$283,310	$1,325,760	$8,740	$809,940
2025	$1,138,450	$280,180	$1,418,630	$3,770	$781,640

SALES HISTORY

SALE DATE	SELLER	BUYER	INST #	SALE PRICE	INST TYPE
9/23/2020	DAY, STEPHEN R & DAY, SANDRA K	ASGEIRSSON, ASGEIR & ASGEIRSSON, PATRICIA	20-014370	$1,500,000	Warranty Deed
	RIVER MEADOWS II LLC	DAY, STEPHEN R & DAY, SANDRA K	06-004910	-	Bargain & Sale
	DAY, CHARLES RICHARD	RIVER MEADOWS II LLC	06-004909	-	Bargain & Sale
6/11/2004	EMERY FAMILY TRUST	DAY, CHARLES RICHARD	04-013536	$375,000	Warranty Deed
	EMERY, ROBERT M & FLORENCE W TRUSTEES	EMERY FAMILY TRUST	97-001027	-	Bargain & Sale

TOTAL TAXES DUE	
Current Year Due	$7,187.49
Past Years Due	$0.00
Total Due	$7,187.49

- If applicable, the described property is receiving special valuation based upon its use. Additional rollback taxes which may become due based on the provisions of the special valuation are not indicated in this listing.

TAX SUMMARY

Effective Date: 11/11/2026

» Expand Details

TAXYEAR	TOTAL BILLED	AD VALOREM	SPECIAL ASMT	PRINCIPAL	INTEREST	DATE PAID	TOTAL OWED
2026	$7,409.79	$7,320.56	$89.23	$7,409.79	$0.00	-	$7,187.49
2025	$7,079.24	$7,001.24	$78.00	$7,079.24	$0.00	-	$0.00
2024	$6,886.88	$6,798.65	$88.23	$6,886.88	$0.00	-	$0.00
2023	$5,971.44	$5,872.22	$99.22	$5,971.44	$0.00	-	$0.00
2022	$5,806.17	$5,738.01	$68.16	$5,806.17	$0.00	-	$0.00
2021	$5,636.25	$5,545.88	$90.37	$5,636.25	$0.00	-	$0.00
2020	$5,281.97	$5,138.63	$143.34	$5,281.97	$0.00	-	$0.00
2019	$5,071.90	$4,939.62	$132.28	$5,071.90	$0.00	-	$0.00
2018	$4,969.70	$4,843.47	$126.23	$4,969.70	$0.00	-	$0.00
2017	$4,944.88	$4,814.40	$130.48	$4,944.88	$0.00	-	$0.00
2016	$4,238.08	$4,112.84	$125.24	$4,238.08	$0.00	-	$0.00
2015	$4,092.09	$3,970.69	$121.40	$4,092.09	$0.00	-	$0.00
2014	$3,979.11	$3,863.89	$115.22	$3,979.11	$0.00	-	$0.00
2013	$3,825.72	$0.00	$0	$3,825.72	$0.00	-	$0.00
2012	$3,719.70	$0.00	$0	$3,719.70	$0.00	-	$0.00
2011	$3,589.25	$0.00	$0	$3,589.25	$0.00	-	$0.00
2010	$3,513.24	$0.00	$0	$3,513.24	$0.00	-	$0.00
2009	$3,407.95	$0.00	$0	$3,407.95	$0.00	-	$0.00
2008	$3,079.84	$0.00	$0	$3,079.84	$0.00	-	$0.00
2007	$2,463.89	$0.00	$0	$2,463.89	$0.00	-	$0.00
2006	$150.31	$0.00	$0	$150.31	$0.00	-	$0.00
2005	$148.95	$0.00	$0	$148.95	$0.00	-	$0.00
2004	$88.36	$0.00	$0	$88.36	$0.00	-	$0.00
2003	$89.66	$0.00	$0	$89.66	$0.00	-	$0.00
2002	$100.75	$0.00	$0	$100.75	$0.00	-	$0.00
2001	$85.66	$0.00	$0	$85.66	$0.00	-	$0.00
2000	$80.09	$0.00	$0	$80.09	$0.00	-	$0.00
1999	$72.24	$0.00	$0	$72.24	$0.00	-	$0.00
1998	$67.34	$0.00	$0	$67.34	$0.00	-	$0.00
1997	$73.81	$0.00	$0	$73.81	$0.00	-	$0.00
1996	$81.45	$0.00	$0	$81.45	$0.00	-	$0.00

TAXYEAR	RECEIPT NUMBER	TRANSACTION DATE	PAYMENT AMOUNT
2025	JOCO-228741	11-12-2025	$6,866.86
2024	JOCO-176599	11-13-2024	$6,680.28
2023	JOCO-126451	11-9-2023	$5,792.30
2022	JOCO-66173	11-8-2022	$5,631.98
2021	JOCO-30947	11-16-2021	$5,467.16
2020	1220827	11-9-2020	$5,123.51
2019	1203623	5-13-2020	$1,690.63
2019	1199143	2-12-2020	$1,690.63
2019	1188434	11-14-2019	$1,690.64
2018	1154946	5-14-2019	$1,656.56
2018	1150329	2-13-2019	$1,656.57
2018	1144056	11-21-2018	$1,656.57
2017	1104994	5-14-2018	$1,648.29
2017	1100365	2-12-2018	$1,648.29
2017	1091114	11-24-2017	$1,648.30
2016	1057142	5-16-2017	$1,412.69
2016	1051441	2-3-2017	$1,412.69
2016	1042815	11-16-2016	$1,412.70
2015	1009208	5-11-2016	$1,364.03
2015	1004798	2-9-2016	$1,364.03
2015	979066	11-5-2015	$1,364.03
2014	960634	5-6-2015	$1,326.00
2014	956403	2-6-2015	$1,326.74
2014	952823	11-25-2014	$1,326.37
2014	952826	11-25-2014	$17.68
2013	913472	5-16-2014	$1,275.24
2013	908951	2-21-2014	$1,275.24
2013	883361	11-6-2013	$1,275.24
2012	862772	4-29-2013	$1,239.90
2012	858982	2-12-2013	$1,239.90
2012	845349	11-14-2012	$1,239.90
2011	813099	5-7-2012	$1,196.41
2011	807831	2-3-2012	$1,196.42
2011	790970	11-14-2011	$1,196.42
2010	761290	5-16-2011	$1,171.08
2010	755941	2-14-2011	$1,171.08
2010	749903	11-23-2010	$1,171.08
2009	710049	5-17-2010	$1,135.98
2009	704997	2-18-2010	$1,135.98
2009	691810	11-17-2009	$1,135.99
2008	657992	5-15-2009	$1,026.61
2008	651401	2-10-2009	$1,026.61
2008	616343	11-4-2008	$1,026.62
2007	605716	5-16-2008	$821.29
2007	598587	2-6-2008	$821.30
2007	577916	11-14-2007	$821.30
2006	525482	11-14-2006	$145.80
2005	470246	11-9-2005	$144.48

2004	453123	6-8-2005	$85.71
2004	446172	2-14-2005	$88.36
2003	361409	11-4-2003	$86.97
2002	312105	11-1-2002	$97.73
2001	294423	2-15-2002	$85.66
2000	219498	11-15-2000	$77.69
1999	187733	2-8-2000	$72.24
1998	120886	11-18-1998	$65.32
1997	66859	12-12-1997	$71.60
1996	44889	1-1-1938	$81.45

JOSEPHINE COUNTY PROPERTY ASSESSMENT & TAX DATA

Property	Owner	Property Address	2026 Real Market Value
R344871	ASGEIRSSON, ASGEIR & ASGEIRSSON, PATRICIA	18200 WILLIAMS HWY, WILLIAMS, OR 97544	$167,210

Property Page: Property Details

2027 GENERAL INFORMATION

Property Status	A Active
Property Type	Residential
Legal Description	ACRES 27.55, POTENTIAL ADD'L TAX LIAB
Alternate Account Number	ZF108
Neighborhood	1700 Williams
Map Number	38-05-23-00-001000-00
Property Use	551-HBU Farm; Zone Farm; Receiving Spec Asmt/Improved
Levy Code Area	05
Zoning	EF

RELATED PROPERTIES

Linked Properties R326552, R326552

2027 OWNER INFORMATION

Owner Name	ASGEIRSSON, ASGEIR & ASGEIRSSON, PATRICIA
Mailing Address	18200 WILLIAMS HWY WILLIAMS, OR 97544

2026 LAND SEGMENTS

STATE CODE	SEGMENT TYPE	LAND SIZE
L1	IRR Irrigation	-
L2	B3 BENCH IRR	2.25 Acres
L3	B3 BOTTOM IRR	11.10 Acres
L4	B8 FARM WASTELAND	1.11 Acres
L5	B7 FARM WOODLOT	6.07 Acres
L6	B1 BOTTOM IRR	7.02 Acres
TOTALS		**1200078.00 Sq. ft / 27.55 acres**

CERTIFIED / IN PROCESS VALUES

YEAR	IMPROVEMENTS	LAND	RMV	SPECIAL USE	ASSESSED VALUE
2026	$0	$167,210	$167,210	$17,380	$17,380
2025	$0	$224,570	$224,570	$21,590	$21,590

SALES HISTORY

SALE DATE	SELLER	BUYER	INST #	SALE PRICE	INST TYPE
9/23/2020	DAY, STEPHEN R & DAY, SANDRA K	ASGEIRSSON, ASGEIR & ASGEIRSSON, PATRICIA	20-014370	$1,500,000	Warranty Deed

TOTAL TAXES DUE	
Current Year Due	$123.62
Past Years Due	$0.00
Total Due	$123.62

- If applicable, the described property is receiving special valuation based upon its use. Additional rollback taxes which may become due based on the provisions of the special valuation are not indicated in this listing.

TAX SUMMARY

Effective Date: 11/11/2026

Expand Details

TAXYEAR	TOTAL BILLED	AD VALOREM	SPECIAL ASMT	PRINCIPAL	INTEREST	DATE PAID	TOTAL OWED
2026	$127.44	$127.44	$0	$127.44	$0.00	-	$123.62
2025	$156.57	$156.57	$0	$156.57	$0.00	-	$0.00
2024	$152.04	$152.04	$0	$152.04	$0.00	-	$0.00
2023	$127.43	$127.43	$0	$127.43	$0.00	-	$0.00
2022	$124.75	$124.75	$0	$124.75	$0.00	-	$0.00
2021	$120.46	$120.46	$0	$120.46	$0.00	-	$0.00
2020	$125.76	$125.76	$0	$125.76	$0.00	-	$0.00
2019	$120.56	$120.56	$0	$120.56	$0.00	-	$0.00
2018	$119.68	$119.68	$0	$119.68	$0.00	-	$0.00
2017	$119.63	$119.63	$0	$119.63	$0.00	-	$0.00
2016	$100.80	$100.80	$0	$100.80	$0.00	-	$0.00
2015	$97.13	$97.13	$0	$97.13	$0.00	-	$0.00
2014	$94.59	$94.59	$0	$94.59	$0.00	-	$0.00
2013	$90.78	$0.00	$0	$90.78	$0.00	-	$0.00
2012	$88.91	$0.00	$0	$88.91	$0.00	-	$0.00
2011	$85.16	$0.00	$0	$85.16	$0.00	-	$0.00
2010	$80.84	$0.00	$0	$80.84	$0.00	-	$0.00
2009	$83.92	$0.00	$0	$83.92	$0.00	-	$0.00
2008	$84.27	$0.00	$0	$84.27	$0.00	-	$0.00
2007	$84.31	$0.00	$0	$84.31	$0.00	-	$0.00

TAXYEAR	RECEIPT NUMBER	TRANSACTION DATE	PAYMENT AMOUNT
2025	JOCO-232823	11-12-2025	$151.87
2024	JOCO-180714	11-13-2024	$147.48
2023	JOCO-130256	11-9-2023	$123.61
2022	JOCO-66173	11-8-2022	$121.01
2021	JOCO-30948	11-16-2021	$116.84
2020	1220827	11-9-2020	$121.99
2019	1188435	11-14-2019	$116.94
2018	1144057	11-21-2018	$116.09
2017	1091115	11-24-2017	$116.04
2016	1042816	11-16-2016	$97.78
2015	980102	11-6-2015	$94.22
2014	952824	11-25-2014	$91.75
2014	952825	11-25-2014	$3.27
2013	883364	11-6-2013	$88.06
2012	845350	11-14-2012	$86.24
2011	790968	11-14-2011	$82.61
2010	749907	11-23-2010	$78.41
2009	691811	11-17-2009	$81.40
2008	616342	11-4-2008	$81.74
2007	577915	11-14-2007	$81.78

SECTION

02

TITLE REPORT + EXCEPTIONS

WILLIAMS CREEK RANCH

18200 WILLIAMS HIGHWAY | SECTION 2 OF 2

TITLE REPORT + EXCEPTIONS

TITLE REPORT

WILLIAMS CREEK RANCH

18200 WILLIAMS HIGHWAY

First American Title Insurance Company

118 NE C Street
Grants Pass, OR 97526
Phn - (541)476-6884
Fax - (866)637-1007

Order No.: 7162-4433340
November 11, 2026

FOR QUESTIONS REGARDING YOUR CLOSING, PLEASE CONTACT:

LISA TATE**,** Escrow Officer/Closer
Phone: (541)488-6840x5435 - Fax: (866)391-8367- Email:LTate@firstam.com
First American Title Insurance Company
370 Lithia Way, Ashland, OR 97520

FOR ALL QUESTIONS REGARDING THIS PRELIMINARY REPORT, PLEASE CONTACT:

Diane T. Davis, Title Officer
Phone: (541)842-5457 - Email: didavis@firstam.com

Preliminary Title Report

This report is for the exclusive use of the parties herein shown and is preliminary to the issuance of a title insurance policy and shall become void unless a policy is issued, and the full premium paid.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

Situs Address as disclosed on Josephine County Tax Roll:

18200 Williams Hwy, Williams, OR 97544

2021 ALTA Owners Standard Coverage	Liability $	TBD	Premium $		TBD
2021 ALTA Owners Extended Coverage	Liability $		Premium $		
2021 ALTA Lenders Standard Coverage	Liability $		Premium $		
2021 ALTA Lenders Extended Coverage	Liability $	TBD	Premium $		TBD
Endorsement 9.10, 22 & 8.1			Premium $		100.00
Govt Service Charge			Cost $		30.00
Other			Cost $		

Proposed Insured Lender: Lender To Be Determined and ISAOA that are defined as an Insured in the Conditions of the Policy ATIMA

Proposed Borrower: TBD

We are prepared to issue Title Insurance Policy or Policies of First American Title Insurance Company, a Nebraska Corporation in the form and amount shown above, insuring title to the following described land:

The land referred to in this report is described in Exhibit A attached hereto.

and as of November 05, 2026 at 8:00 a.m., title to the fee simple estate is vested in:

Asgeir Asgeirsson and Patricia Asgeirsson, as tenants by the entirety

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.

5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

The exceptions to coverage 1-5 inclusive as set forth above will remain on any subsequently issued Standard Coverage Title Insurance Policy.

In order to remove these exceptions to coverage in the issuance of an Extended Coverage Policy the following items are required to be furnished to the Company; additional exceptions to coverage may be added upon review of such information:

A. Survey or alternative acceptable to the company
B. Affidavit regarding possession
C. Proof that there is no new construction or remodeling of any improvement located on the premises. In the event of new construction or remodeling the following is required:
   i. Satisfactory evidence that no construction liens will be filed; or
   ii. Adequate security to protect against actual or potential construction liens;
   iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon

6. Water rights, claims or title to water, whether or not shown by the public record.

7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.

8. Taxes for the year 2026-2027

Tax Amount	$	7,409.79
Unpaid Balance:	$	7,409.79 , plus interest and penalties, if any
Code No.:	09	
Map & Tax Lot No.:	38-05-23-00-001000	
Property ID No.:	R326552	

9. Taxes for the year 2026-2027

Tax Amount	$	127.44
Unpaid Balance:	$	127.44 , plus interest and penalties, if any
Code No.:	05	
Map & Tax Lot No.:	38-05-23-00-001000	
Property ID No.:	R344871	

10. Taxes for the current fiscal year are reduced by reason of Alternative Energy (307.175) Exemption. If the exempt status is terminated under the statute prior to July 1, said property will be taxed at 100% of the assessed value.
(Affects APN R326552)

11. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty may be imposed.

12. City liens, if any, of the City of Grants Pass.
(Affects APN R326552)

13. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of Williams Creek.

14. Any adverse claim based upon the assertion that some portion of said land has been removed from or brought within the boundaries thereof by an avulsive movement of the Williams Creek or has been formed by the process of accretion or reliction or has been created by artificial means or has accreted to such portion so created.

15. Williams Creek cannot be insured as a definite boundary since it is and has been subject to possible relocation due to changes in the course of said creek.

16. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.

17. Easement, including terms and provisions contained therein:

Recording Information:	Volume 90, Page 80; Volume 160, Page 96; Volume 166, Page 620; and Volume 236, Page 528, Deed Records
In Favor of:	California Oregon Power Company
For:	Transmission and distribution of electricity
Affects:	None Given

18. Easement, including terms and provisions contained therein:

Recording Information:	Volume 90, Page 80 and in Volume 166, Page 620, Deed Records
In Favor of:	California Oregon Power Company
For:	Transmission and distribution of electricity
Affects:	None Given

19. An easement for the operation and maintenance of ditches or a ditch system commonly known as Little Williams Ditch, including the terms, provisions, and obligations thereof, as set forth in Josephine County Circuit Court Decree dated April 17, 1979, Case No. 78-683-E, and set forth in Notice of Pendency of an Action recorded April 01, 1988 as Document No. 88-04202, Official Records of Josephine County, Oregon.

20. Tax lot 1000 has an easement for the use and maintenance of irrigation pump and pipe as described in an unrecorded document signed and notarized April 26, 1994, as shown on the County Survey 09-05.

21. Existing fence and driveway as shown on the County Survey 09-05.
22. Easement, including terms and provisions contained therein:

Recording Information:	June 09, 2006 as Document No. 2006-011837
In Favor of:	Pacificorp, an Oregon Corporation, its successors and assigns
For:	Transmission and distribution of electricity

23. Deed of Trust and the terms and conditions thereof.

Grantor/Trustor:	Patricia Asgeirsson and Asgeir Asgeirsson, as tenants by the entirety
Grantee/Beneficiary:	Evergreen Federal Bank
Trustee:	Patrick J Kelly, Attorney at Law
Amount:	$900,000.00
Recorded:	September 23, 2020
Recording Information:	Document No. 2020-014371

24. Deed of Trust and the terms and conditions thereof.

Grantor/Trustor:	Patricia Asgeirsson and Asgeir Asgeirsson, as tenants by the entirety
Grantee/Beneficiary:	Evergreen Federal Bank
Trustee:	Patrick J Kelly, Attorney at Law
Amount:	$62,000.00
Recorded:	September 17, 2021
Recording Information:	Document No. 2021-016307

25. Financing Statement, indicating a Security Agreement

Debtor:	Asgeir Asgeirsson
Secured Party:	Solar Mosaic LLC
Recorded:	May 26, 2023
Recording Information:	Document No. 2023-004782

26. Unrecorded leases or periodic tenancies, if any.

- END OF EXCEPTIONS -

NOTE: We find no matters of public record against TBD that will take priority over any trust deed, mortgage or other security instrument given to purchase the subject real property as established by ORS 18.165.

NOTE: This Preliminary Title Report does not include a search for Financing Statements filed in the Office of the Secretary of State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a Financing Statement is filed in the Office of the County Clerk covering Crops on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system or by recorded lot and block.

NOTE: According to the public records, there has been no conveyance of the land within a period of 24 months prior to the date of this report, except as follows:

None

THANK YOU FOR CHOOSING FIRST AMERICAN TITLE!
WE KNOW YOU HAVE A CHOICE!

DIANE T. DAVIS
TITLE OFFICER
didavis@firstam.com

Recording Information

For county recording requirements and fees visit **https://www.josephinecounty.gov/government/county_clerk__recorder/recording/index.php**

NOTE: Non-standard Document Fee of $20.00, if applicable, will be imposed by the county clerk for documents presented for recording that fail to meet the requirements established by ORS 205.27

You can also calculate fees by using our Title Fee Calculator at https://facc.firstam.com/.

cc: Lender To Be Determined
,
cc: Chris Martin, John L. Scott Real Estate
871 Medford Center, Medford, OR 97504

Exhibit "A"

Real property in the County of Josephine, State of Oregon, described as follows:

That portion of the following described tract lying in Section 23, Township 38 South, Range 5 West, of the Willamette Meridian, Josephine County, Oregon:

Commencing at a point on the East line of Section 23, Township 38 South, Range 5 West, of the Willamette Meridian, Josephine County, Oregon, 838.4 feet North of the Southeast corner of said section; thence West to a point on the Westerly right of way line of the Williams Highway for the true Point of Beginning; thence continue West to a point 838.4 feet North and 189.1 feet East of the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 23; thence North 82° West (along a fence line) to the centerline of the main channel of Williams Creek; thence Southerly along said centerline to the South line of Donation Land Claim No. 38 in Section 26, Township 38 South, Range 5 West, of the Willamette Meridian, Josephine County, Oregon; thence along said South line to the Northwest corner of Government Lot 2 in said section; thence South along the West line of said Lot 2 to the Northerly right of way line of the Williams Highway; thence Easterly and Northerly along said right of way line to the true Point of Beginning.

NOTE: This legal description was created prior to January 1, 2008.

First American Title Insurance Company

SCHEDULE OF EXCLUSIONS FROM COVERAGE

ALTA LOAN POLICY (07/01/21)

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
      i. the occupancy, use, or enjoyment of the Land;
      ii. the character, dimensions, or location of any improvement erected on the Land;
      iii. the subdivision of land; or
      iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 13.b.
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

ALTA OWNER'S POLICY (07/01/21)

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
      i. the occupancy, use, or enjoyment of the Land;
      ii. the character, dimensions, or location of any improvement on the Land;
      iii. the subdivision of land; or
      iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

SCHEDULE OF STANDARD EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien" or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) WILL BE FURNISHED UPON REQUEST Rev. 07-01-21

Privacy Notice

Last Updated and Effective Date: December 1, 2025

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How Do We Disclose Your Personal Information? We may disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; and (3) for legal process and protection. Although we do not "sell" your information in the traditional sense, the definition of "sale" is broad under the CCPA that some disclosures of your information to third parties may be considered a "sale" or "sharing" for targeted advertising. To learn more about how we disclose your personal information, please visit https://www.firstam.com/privacy-policy/.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. We take all commercially reasonable steps to make sure your personal **i**nformation is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

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First American Title

38052300001000
18200 Williams Hwy
Williams, OR 97544



Taxlot

Subject Taxlot

11/10/2026

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TITLE REPORT + EXCEPTIONS

17

EXCEPTION

WILLIAMS CREEK RANCH

18200 WILLIAMS HIGHWAY

GRANT OF RIGHT OF WAY

THIS AGREEMENT, made this 31st day of July A. D., 1939 by and between H. B. Holzhauser and Bertha Holzhauser, husband and wife parties of the first part, and The California Oregon Power Company, a California Corporation, party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Dollar ($1.00) to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey to said party of the second part, its successors and assigns a right of way for the pole and wire lines and other facilities for the transmission and distribution of electricity, also the right to remove the trees and make the clearing necessary or desirable for the purpose aforesaid, across that certain real property, situated in Josephine County, State of Oregon and more particularly described as That portion of Lot #Nine (9) adjacent to State Highway in Section Twenty-three (23) also that portion of Lot Two (2) adjacent to state highway in Section Twenty-six (26) all in township Thirty-eight (38) South Range Five (5) West of the Willamette Meridian as recorded in volume Seventy-seven (77) Page Three Hundred Sixty-eight (368) Deed Records of Josephine County, Oregon

Nine main line poles, one guy stub and 3 anchors to be located on above described property.

Right of way to be of sufficient width to give good and safe clearance from all trees.

The pole & wire line to be located as now surveyed through said premises.

Said parties of the first part grant to the party of the second part the right of ingress and egress to the right of way for the purpose of erection, maintenance, repair, or removal of the second party's electrical and transmission equipment but reserves the right to cultivate said right of way.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands and seals, on the day and year first above.

Witnesses

F. L. Brewer

H. B. Holzhauser (Seal)

Bertha Holzhauser (Seal)

Approved as to
Engineering Details
V W H

STATE OF OREGON)
) ss.
County of Josephine)

THIS CERTIFIES that on this 31st day of July A. D., 1939, before me A. L. Sams, Notary Public in and for said County and State, personally appeared the within named H. B. Holzhauser and Bertha Holzhauser, husband and wife to me personally known to be the individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my seal the day and year in this certificate first written.

A. L. Sams
Notary Public in and for the County of Josephine State of Oregon
My commission expires March 8, 1942

(N. P. SEAL)

Filed and Recorded December 16, 1939, at 9:58 A. M.

DIRECT
INDIRECT — COUNTY CLERK, BY ____ DEPUTY.

TITLE REPORT + EXCEPTIONS

17A

EXCEPTION

WILLIAMS CREEK RANCH

18200 WILLIAMS HIGHWAY

FORM 627 REV 5M 3-50 11720 - 11-20-51 JOB ORDER C. P. 1191

169 or 96 GRANT OF RIGHT OF WAY

This Agreement, made this 21st day of June, A. D. 1951
by and between Charles E Heath by Lucia E. Scott, Guardian

part y of the first part, and THE CALIFORNIA OREGON POWER COMPANY, a California corporation, party of the second part.

Witnesseth: That the said part y of the first part, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations to her in hand paid, the receipt whereof is hereby acknowledged, do es by these presents grant, bargain, sell and convey to said party of the second part, its successors and assigns, a right of way for its pole or tower and wire lines and other facilities for the transmission and distribution of electricity; also the right to install guys and anchors which are necessary or desirable outside of said right of way; also the right to remove the trees, including all trees outside of said right of way, which in the judgment of the grantee could or may fall across or upon said right of way or across or upon any guys anchored outside of said right of way; and to make the clearing necessary or desirable for the purposes aforesaid, across that certain real property, situated in Josephine County, State of Oregon and more particularly described as

In that portion of the South West Quarter (SW¼) of the North East Quarter (NE¼) of Section Twenty Six (26) Township Thirty Eight (38) South Range Five (5) West of the Willamette Meridian, as recorded in Volume Ninety Four (94) page Six Hundred Twenty Eight (628) Deed Records of Josephine County, Oregon.

Said right of way to be 20 feet wide, 10 feet on East side of the pole or tower and wire lines as now surveyed through said premises or hereafter constructed.

Said part y of the first part grant s to the party of the second part the right of ingress and egress to the right of way for the purpose of erection, maintenance, repair, or removal of the second party's electrical and transmission equipment, but reserves the right to cultivate said right of way.

In Witness Whereof, said part y of the first part ha s hereunto set her hand and seal, on the day and year first above written.

Mary L Partridge Witness — Lucia E. Scott, Guardian for Charles E. Heath (Seal)

Martha Hamilton Witness (Seal)

STATE OF California } ss.
County of Kern }

THIS CERTIFIES that on this 21st day of June, A. D. 1951, before me Donald E Wilson, Notary Public in and for said County and State, personally appeared within named Lucia E. Scott, Guardian for Charles E. Heath, to me personally known to be the individual described in and who executed the within instrument, and acknowledged to me that she executed the same freely and voluntarily, for the uses and purposes therein expressed.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Donald E Wilson
Notary Public in and for the County of Kern
State of California
My Commission expires My Commission Expires Oct. 13, 1952.

JOB ORDER G. P. 1191

VOL 160 PAGE 97

GRANT OF RIGHT OF WAY

Line No. ..... Document No. .....

Charles E. Heath by Lula E Scott
Guardian for Charles E. Heath
TO

The California Oregon Power Company

Dated ..... 19....

Police:
Full permission for execution of this document granted by owners of property Charles E. Heath Via Guardian Mrs L. E. Scott.
Signed,
Charles C. Heath

C.R. Gilbert
& Logco

State of Oregon,
County of Josephine, ss.
I, Ben W. Coutant, County Clerk and ex-officio Recorder of Deeds in and for said County, do hereby certify that the within instrument was received for record at 1:20 P.M. on the 20th day of Nov. A.D. 1951 and Recorded at Page 96-97 of Vol. 160 Records of Josephine County, Oregon
DEED
BEN W. COUTANT, County Clerk
By Helen Kirby Deputy
Fee $ 1.00

On this ..... day of ....., A. D. 19....., before me .....,
a Notary Public in and for said County, personally appeared .....
.....personally known to me to be the same person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and said that he was present and saw .....
.....
personally known to him to be the same .....described in and who executed the said instrument as a party thereto, sign, seal and deliver the same, and that the said.....
.....duly acknowledged in the presence of said affiant that ..... executed the same, and that ....., the said affiant, thereupon and at his request, subscribed his name as a witness thereto.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires: ..... Notary Public in and for the County of .....
....., State of California.

TITLE REPORT + EXCEPTIONS

17B

EXCEPTION

WILLIAMS CREEK RANCH

18200 WILLIAMS HIGHWAY

FORM 372 REV. JAN. 8-52

152557 3-30-53 Book 1346

Vol. 166 Page 620 GRANT OF RIGHT OF WAY

This Agreement, made this 27th day of March, A. D. 1953 by and between H.B. Holzhauser and Bertha Holzhauser, husband and wife parties of the first part, and THE CALIFORNIA OREGON POWER COMPANY, a California corporation, party of the second part.

Witnesseth: That the said parties of the first part, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations to them in hand paid, the receipt whereof is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey to said party of the second part, its successors and assigns, a right of way for its pole or tower and wire lines and other facilities for the transmission and distribution of electricity; also the right to install guys and anchors which are necessary or desirable outside of said right of way; also the right to remove the trees, including all trees outside of said right of way, which in the judgment of the grantee could or may fall across or upon said right of way or across or upon any guys anchored outside of said right of way; and to make the clearing necessary or desirable for the purposes aforesaid, across that certain real property, situated in Josephine County, State of Oregon and more particularly described as

In that portion of Government Lot Eight (8), Government Lot Nine (9) also D.C. No. Thirty Eight (38) situated in the South One Half (S½) of the South East Quarter (SE¼) of Section Twenty Three (23) also Government Lot Two (2) also D.C.No. Thirty Eight (38) situated in the North One Half (N½) of the North East Quarter (NE¼) of Section Twenty Six (26) all in Township Thirty Eight (38) South Range Five (5) West of the Willamette Meridian, as recorded in Volume Seventy Seven (77) page Three Hundred Sixty Eight (368) Deed Records of Josephine County, Oregon.

Said right of way to be 20 feet wide, 10 feet on each side of the pole or tower and wire lines as now surveyed through said premises or hereafter constructed.

Said parties of the first part grant to the party of the second part the right of ingress and egress to the right of way for the purpose of erection, maintenance, repair, or removal of the second party's electrical and transmission equipment, but reserves the right to cultivate said right of way.

In Witness Whereof, said parties of the first part have hereunto set their hands and seals, on the day and year first above written.

Witness _____

H.B. Holzhauser (Seal)

Witness _____

Bertha Holzhauser (Seal)

STATE OF Oregon }
County of Josephine } ss.

THIS CERTIFIES that on this 27th day of March, A. D. 1953 before me Louis A. Elevens, Notary Public in and for said County and State, personally appeared within named H.B. Holzhauser and Bertha Holzhauser, husband and wife, to me personally known to be the individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seat the day and year in this certificate first above written.

Louis A. Elevens
Notary Public in and for the County of Josephine
State of Oregon
My Commission expires Aug. 10, 1956

State of Oregon, County of Josephine, ss. I, Ben W. Coutant, County Clerk and ex-officio Recorder of Conveyances, in and for said County, do hereby certify that the within instrument was received for record at ... o'clock ... M., and recorded in Book ... Page ... Records of Josephine County, Oregon.

Ben W. Coutant, County Clerk
By Ethel Brookfield, Deputy
Fee $1.00

1953 MAR 30 RECEIVED

TITLE REPORT + EXCEPTIONS

17C

EXCEPTION

WILLIAMS CREEK RANCH

18200 WILLIAMS HIGHWAY

FORM 1088 6-58

4988 ER 70-2195

RIGHT OF WAY EASEMENT

(INDIVIDUAL)

VOL 236 PAGE 528

For value received the undersigned Grantor S Willis R. Newsom and Gwyneth V. Newsom, husband and wife do hereby grant to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, the Grantee, an easement or right of way for an electric transmission and distribution line of one or more wires and all necessary or desirable appurtenances (including telephone and telegraph wires, towers, poles, props, guys and other supports and the right to place all or any part of such line in underground conduits) at or near the location and along the general course now located and staked out by the Grantee over, across and upon the following described real property in Josephine County, State of Oregon to-wit:

In that portion of Tax lots X, 7, 10 and 12, situated in the North-east Quarter (NE¼) of Section Twenty-six (26), Township Thirty-eight (38) South, Range Five (5) West of Willamette Meridian as recorded in deed records of Josephine County, Oregon.

Said right of way to be 20 feet wide, 10 feet each side of pole and wire line.

Together with the right of ingress and egress over the adjacent lands of the Grantor S for the purpose of constructing, reconstructing, stringing new wires on, maintaining and removing such line and appurtenances, and exercising other rights hereby granted.

All such rights hereunder shall cease if and when such line shall have been abandoned.

Dated this 8th day of May, 1964.

_____ (Seal) Willis R. Newsom (Seal)

_____ (Seal) Gwyneth V. Newsom (Seal)

STATE OF Oregon)
) ss
COUNTY OF Josephine)

On this 8th day of May, personally appeared before me, a notary public in and for said State, the within named Willis R. Newsom and Gwyneth V. Newsom, husband and wife to me known to be the identical person S described therein and who executed the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written.

Notary Public for Josephine County, Oregon
residing at Grants Pass therein
My commission expires February 2, 1968

RIGHT OF WAY EASEMENT
FROM
Willis R. Newsom
Gwyneth V. Newsom
TO
PACIFIC POWER & LIGHT COMPANY

STATE OF Oregon)
) ss
COUNTY OF Josephine)

RECEIVED FOR RECORD THIS ____ DAY OF ____, 19__, AT ____ O'CLOCK M. AND RECORDED IN ____ BOOK ____ AT PAGE ____ RECORDS OF ____ COUNTY, OREGON

State of Oregon, County of Josephine, } ss. No. 4988
I, A. Donley Barnes, County Clerk and ex-officio Recorder of Conveyances in and for said County, do hereby certify that the within instrument was received for record at 10 A.M. May 8, 1964 and recorded in Book 236 of Vol. 528 Page

INDEXED

Records of Josephine County, Oregon.
A. DONLEY BARNES Co. Clerk
By Marshall Deputy
Fee $1.50

1-64-10M

MAIL TO
PACIFIC POWER & LIGHT COMPANY
RIGHT OF WAY AGENT
PUBLIC SERVICE BUILDING
PORTLAND 4, OREGON

TITLE REPORT + EXCEPTIONS

18

EXCEPTION

WILLIAMS CREEK RANCH

18200 WILLIAMS HIGHWAY

80

H. B. Holzhauser, et ux | The California Oregon Power Company

GRANT OF RIGHT OF WAY

THIS AGREEMENT, made this 31st day of July A. D., 1939 by and between H. B. Holzhauser and Bertha Holzhauser, husband and wife parties of the first part, and The California Oregon Power Company, a California Corporation, party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Dollar ($1.00) to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey to said party of the second part, its successors and assigns a right of way for the pole and wire lines and other facilities for the transmission and distribution of electricity, also the right to remove the trees and make the clearing necessary or desirable for the purpose aforesaid, across that certain real property, situated in Josephine County, State of Oregon and more particularly described as That portion of Lot #Nine (9) adjacent to State Highway in Section Twenty-three (23) also that portion of Lot Two (2) adjacent to state highway in Section Twenty-six (26) all in township Thirty-eight (38) South Range Five (5) West of the Willamette Meridian as recorded in volume Seventy-seven (77) Page Three Hundred Sixty-eight (368) Deed Records of Josephine County, Oregon

Nine main line poles, one guy stub and 3 anchors to be located on above described property.

Right of way to be of sufficient width to give good and safe clearance from all trees.

The pole & wire line to be located as now surveyed through said premises.

Said parties of the first part grant to the party of the second part the right of ingress and egress to the right of way for the purpose of erection, maintenance, repair, or removal of the second party's electrical and transmission equipment but reserves the right to cultivate said right of way.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands and seals, on the day and year first above.

Witnesses

F. L. Brewer

H. B. Holzhauser (Seal)

Bertha Holzhauser (Seal)

Approved as to
Engineering Details
V W H

STATE OF OREGON)
) ss.
County of Josephine)

THIS CERTIFIES that on this 31st day of July A. D., 1939, before me A. L. Sams, Notary Public in and for said County and State, personally appeared the within named H. B. Holzhauser and Bertha Holzhauser, husband and wife to me personally known to be the individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my seal the day and year in this certificate first written.

A. L. Sams
Notary Public in and for the County of Josephine State of Oregon
My commission expires March 8, 1942

(N. P. SEAL)

Filed and Recorded December 16, 1939, at 9:58 A. M.

DIRECT
INDIRECT COUNTY CLERK, BY Lucy [illegible] DEPUTY.

TITLE REPORT + EXCEPTIONS

18A

EXCEPTION

WILLIAMS CREEK RANCH

18200 WILLIAMS HIGHWAY

FORM 372 REV. JAN. 8-52

152557 3-30-53 Book 1346

Vol. 166 Page 620 GRANT OF RIGHT OF WAY

This Agreement, made this 27th day of March, A. D. 1953 by and between H.B. Holzhauser and Bertha Holzhauser, husband and wife parties of the first part, and THE CALIFORNIA OREGON POWER COMPANY, a California corporation, party of the second part.

Witnesseth: That the said parties of the first part, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations to them in hand paid, the receipt whereof is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey to said party of the second part, its successors and assigns, a right of way for its pole or tower and wire lines and other facilities for the transmission and distribution of electricity; also the right to install guys and anchors which are necessary or desirable outside of said right of way; also the right to remove the trees, including all trees outside of said right of way, which in the judgment of the grantee could or may fall across or upon said right of way or across or upon any guys anchored outside of said right of way; and to make the clearing necessary or desirable for the purposes aforesaid, across that certain real property, situated in Josephine County, State of Oregon and more particularly described as

In that portion of Government Lot Eight (8), Government Lot Nine (9) also D.C. No. Thirty Eight (38) situated in the South One Half (S½) of the South East Quarter (SE¼) of Section Twenty Three (23) also Government Lot Two (2) also D.C.No. Thirty Eight (38) situated in the North One Half (N½) of the North East Quarter (NE¼) of Section Twenty Six (26) all in Township Thirty Eight (38) South Range Five (5) West of the Willamette Meridian, as recorded in Volume Seventy Seven (77) page Three Hundred Sixty Eight (368) Deed Records of Josephine County, Oregon.

Said right of way to be 20 feet wide, 10 feet on each side of the pole or tower and wire lines as now surveyed through said premises or hereafter constructed.

Said parties of the first part grant to the party of the second part the right of ingress and egress to the right of way for the purpose of erection, maintenance, repair, or removal of the second party's electrical and transmission equipment, but reserves the right to cultivate said right of way.

In Witness Whereof, said parties of the first part have hereunto set their hands and seals, on the day and year first above written.

Witness _____

H.B. Holzhauser (Seal)

Witness _____

Bertha Holzhauser (Seal)

STATE OF Oregon }
County of Josephine } ss.

THIS CERTIFIES that on this 27th day of March, A. D. 1953, before me Louis A. Elevens, Notary Public in and for said County and State, personally appeared within named H.B. Holzhauser and Bertha Holzhauser, husband and wife, to me personally known to be the individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily, for the uses and purposes therein expressed.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Louis A. Elevens
Notary Public in and for the County of Josephine
State of Oregon
My Commission expires Aug. 10, 1956

State of Oregon, County of Josephine, ss. I, Ben W. Coutant, County Clerk and ex-officio Recorder of Conveyances, in and for said County, do hereby certify that the within instrument was received for record at ___ o'clock ___ M., and recorded in Book ___ of Deed Records at Page 620, Fee $1.00

Ben W. Coutant, County Clerk
By Ethel Brookshaw, Deputy

1953 MAR 30 RECEIVED

TITLE REPORT + EXCEPTIONS

19

EXCEPTION

WILLIAMS CREEK RANCH

18200 WILLIAMS HIGHWAY

FORM No. 1195—NOTICE OF PENDENCY OF AN ACTION

88 APR -1 PM 2:16

V096 P0055

EVERETT-NISSEN LAW PUBLISHING CO., PORTLAND, OR. 97204

OT

88-04202

NOTICE OF PENDENCY OF AN ACTION

Pursuant to ORS 93.740, the undersigned states:

1. As plaintiff(s), Orval Lewman and Ada Fay Lewman *~~(is/are)~~ have filed an action in the* Circuit *Court for* Josephine *county, State of Oregon;*

2. The defendant(s) ~~is/~~are: Robert E. Emery and Florence W. Emery;

3. The object of the action is: to quiet title of an easement by decree herein owned by Plaintiffs for an irrigation ditch over the real property of Defendants.

4. The description of the real property to be affected is:

See attached Exhibit "A"

5. The Case Number assigned to the above referenced action is: 78-683-E

Dated April 1, *19*88

SIGNATURE OF PLAINTIFF OR PLAINTIFF'S ATTORNEY

Rochelle Nedeau — 79333
TYPE OR PRINT NAME — BAR NO. (IF ANY)

PO Box 804
ADDRESS

Salem — OR — 97308 — 585-2255
CITY — STATE — ZIP — PHONE

TRIAL ATTORNEY, IF OTHER THAN ABOVE (TYPE OR PRINT) — (BAR NO.)

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON, } ss.
County of Josephine }

This instrument was acknowledged before me on April 1, *19*88, *by* Rochelle Nedeau

Patricia Ruth Liebig

Notary Public for Oregon

(SEAL)

My commission expires: 7-12-88

STATE OF OREGON, } ss.
County of }

This instrument was acknowledged before me on ....., *19*....., *by* .....

as .....

of .....

Notary Public for Oregon (SEAL)

My commission expires:

Page 1—PENDENCY OF AN ACTION.

RN:lmk 122201.01

the following described property of the Defendants, to-wit:

All that portion of the following described tract lying Northerly and Westerly of the Williams Highway, to-wit: Beginning at a point on the East line of Section 23, Township 38 South, Range 5 West of the Willamette Meridian, Josephine County, Oregon, said point being 838.4 feet North of the Southeast corner of said Section 23; thence West 1143.4 feet to a point near the West edge of a market road, said point being 838.4 feet North and 189.1 feet East of the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 23; thence running North 82° West (along a fence line) to the center line of the main channel of Williams Creek; thence Southerly along the said center line of Williams Creek to the South line of Lot 2 in Section 26, Township 38 South, Range 5 West of the Willamette Meridian; thence East to a point which is about 1800 feet West of the East line of the said Section 26; thence North 17°30' East along the East side of a market road a distance of 1100 feet; thence East about 1500 feet to the East line of said Section 26; thence North along the Section line to the place of beginning; LESS any portion which may lie West of the East boundary line of Collins property described in Volume 109, Page 360, Josephine County Deed Records.

and that said ditches and said easement begin at the Southerly boundary of the above described property of the Defendants having entered said property by passing under Williams Highway and that said easement and ditch traverses in a Northerly direction to a point within Plaintiffs said property and divides so that one portion thereof proceeds in a Northeasterly direction to a point near the Northeasterly corner of said Plaintiffs property and another portion proceeds in a Northwesterly direction to a point near the Northwesterly corner of said Plaintiffs property.

Said easement is appurtenant to the land of the Plaintiffs described as follows, to-wit:

Beginning at a point on the East line of Section 23, Township 38 South, Range 5 West of the Willamette Meridian, Josephine County, Oregon, said point being 838.4 feet North of the Southeast corner of said Section 23; thence running North 492.6 feet; thence West 938.2 feet; thence North to the Northeast corner of the Wm. H. Shoudy Donation Land Claim #38; thence West along the North line of the said Donation Land Claim to its intersection with the West line of the main channel of Williams Creek; thence Southwesterly along the West line of Williams Creek for a distance of about 1360 feet to a fence on the line between the lands of the Grantors and Grantees in that certain Warranty Deed recorded in Volume 253, Page 409, Josephine County Deed Records; thence running South 82° East along said fence line to a point near the West edge of the market road, said point being 838.4 feet North and 189.1 feet East of the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 23; thence East to the place of beginning; less that portion conveyed to the State Highway Department, State of Oregon.

EXHIBIT A

88 APR -1 PM 2:16

88-04202

State of Oregon, County of Josephine,) ss. No.....
I, County Clerk and ex-officio Recorder of Conveyances, in and for said County, do hereby certify that the within instrument was received for record and Recorded
At Page 55-52 of Vol 96
Book of Records, Josephine County, Oregon.
GEORGETTA BROWN, COUNTY CLERK
By ..... Deputy
Fee $ .....
Hand Returned Mailed ☐ Hold ☐

TITLE REPORT + EXCEPTIONS

22

EXCEPTION

WILLIAMS CREEK RANCH

18200 WILLIAMS HIGHWAY

JOSEPHINE COUNTY OFFICIAL RECORDS
GEORGETTE BROWN, COUNTY CLERK 2006-011837

$40.00

00147237200600118370050057

06/09/2006 01:35:56 PM

DEE-RWE Cnt=1 Stn=4 RECEIPTS
$25.00 $11.00 $4.00

Return to: *PACIFIC POWER*
1420 WILLIAMS HWY.
GRANTS PASS, OR. 97527

CC#: 11151 Work Order#: 2811371

40 (1)

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, ***CHARLES RICHARD DAY, C/O STEPHEN DAY*** ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), an easement for a right of way ***10*** feet in width and ***995*** feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of an underground electric distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, vaults on, across, or under the surface of the real property of Grantor in ***JOSEPHINE*** County, State of ***OREGON***, more particularly described as follows and as more particularly described and/or shown on Exhibit(s) ***A&B*** attached hereto and by this reference made a part hereof:

Assessor's Map No. 38-05-23-00 Parcel No.1000

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

DATED this 19 day of APRIL, 2006.

2

CHARLES RICHARD DAY, C/O STEPHEN DAY

STEPHEN DAY
(Insert Grantor Name Here)

INDIVIDUAL ACKNOWLEDGEMENT

State of_____

County of _____

This instrument was acknowledged before me on _____(date) by
_____(Grantor (s) Name).

_____(Signature of Notarial officer)
_____(My commission expires: Date)

(Seal)

SEE ATTACHED NOTARIAL CERTIFICATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of INYO } ss.

On April 19, 2006 (Date) before me, DENISE M. HAYDEN, NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared STEPHEN DAY (Name(s) of Signer(s)),

☒ personally known to me
☐ 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.

DENISE M. HAYDEN
COMM. # 1377041
NOTARY PUBLIC-CALIFORNIA
INYO COUNTY
COMM. EXP. OCT. 25, 2006

WITNESS my hand and official seal.

Denise M. Hayden
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: UNDERGROUND RIGHT of WAY EASEMENT

Document Date: April 19, 2006 Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

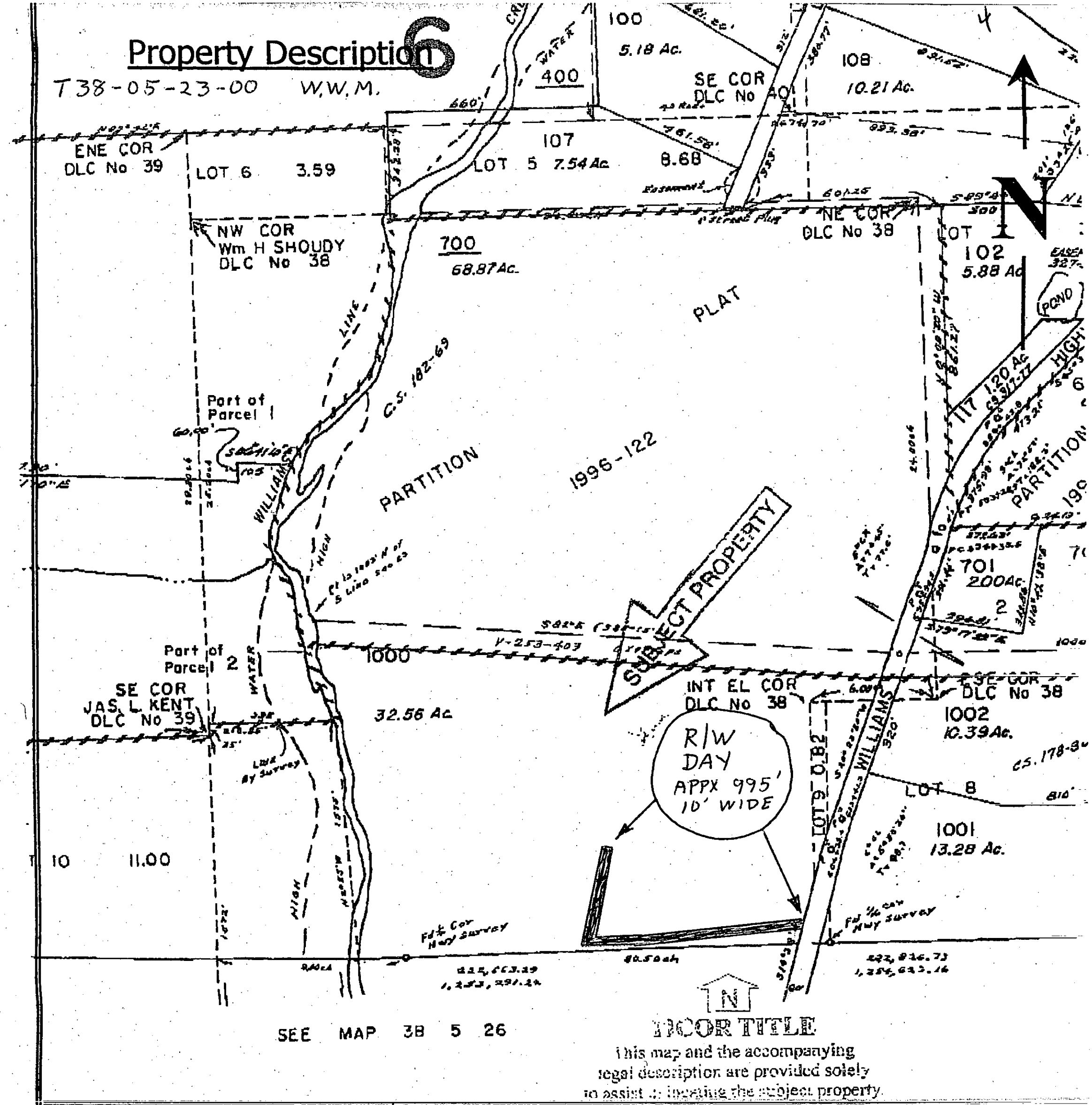
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

Property Description 6

T38-05-23-00 W.W.M.



SEE MAP 3B 5 26

TICOR TITLE

This map and the accompanying legal description are provided solely to assist in locating the subject property.

CC#: 111151	This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change.
WO#: 2811371	
NAME: DAY	
DRAWN BY:	
EXHIBIT A	**PacifiCorp**
	SCALE: NONE | SHEET OF | ROW #

(2)

(5)

Exhibit "B"

LEGAL DESCRIPTION

Beginning at a point on the East line of Section 23, Township 38 South, Range 5 West, of the Willamette Meridian, Josephine County, Oregon, said point being 838.4 feet North of the Southeast corner of said Section 23; thence West 1143.4 feet to a point near the West edge of Williams Highway (record market road), said point being 838.4 feet North and 189.1 feet East of the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 23; thence running North 82° West, along a fence line, to the center line of the main channel of Williams Creek thence Southerly along said center line of Williams Creek to the South line of Lot 2 in Section 26 Township 38 South, Range 5 West, of the Willamette Meridian, Josephine County, Oregon; thence East to a point which is about 1800 feet West of the East line of said Section 26; thence North 17°30' East along the East side of Williams Highway (record market road) a distance of 1100 feet; thence East about 1500 feet to the East line of said Section 26; thence North along the Section line to the true point of beginning.
EXCEPTING THEREFROM any portion in Partition Plat 1996-122, Josephine County, Oregon.
ALSO EXCEPTING THEREFROM any portion lying East of the West line of Williams Highway..
ALSO EXCEPTING THEREFROM any portion lying South of the North line of Section 26 Township 38 South, Range 5 West, of the Willamette Meridian, Josephine County, Oregon.

21

TITLE REPORT + EXCEPTIONS

23

EXCEPTION

WILLIAMS CREEK RANCH

18200 WILLIAMS HIGHWAY

JOSEPHINE COUNTY OFFICIAL RECORDS
RHIANNON HENKELS, COUNTY CLERK
2020-014371
MTG-TRD
Cnt=1 Pgs=18 Stn=5 SSCHREIBER
09/23/2020 02:57 PM
$90.00 $11.00 $10.00 $60.00 $5.00
$176.00
I, Rhiannon Henkels, County Clerk, certify that the within document was received and duly recorded in the official records of Josephine County.

After Recording Return To:
EVERGREEN FEDERAL BANK
969 SE SIXTH STREET
GRANTS PASS, OREGON 97526

First American Title 3519989 EV

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated SEPTEMBER 22, 2020 , together with all Riders to this document.
(B) "Borrower" is Patricia Asgeirsson and Asgeir Asgeirsson, as tenants by the entirety

Borrower is the trustor under this Security Instrument.
(C) "Lender" is EVERGREEN FEDERAL BANK

Lender is a FEDERAL BANK organized and existing under the laws of OREGON
Lender's address is 969 SE SIXTH STREET, GRANTS PASS, OREGON 97526

Lender is the beneficiary under this Security Instrument.
(D) "Trustee" is Patrick J Kelly, Attorney at Law
717 NW 5th Street, Grants Pass, Oregon 97526
(E) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 22, 2020
The Note states that Borrower owes Lender NINE HUNDRED THOUSAND AND 00/100 Dollars (U.S. $ 900,000.00)

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 1, 2050 .

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☒ Adjustable Rate Rider	☐ Planned Unit Development Rider
☐ Balloon Rider	☐ Biweekly Payment Rider
☐ 1-4 Family Rider	☐ Second Home Rider
☐ Condominium Rider	☐ Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of Josephine :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

THAT PORTION OF FOLLOWING DESCRIBED TRACT LYING IN SECTION 23, TOWNSHIP 38 SOUTH, RANGE 5 WEST, OF THE WILLAMETTE MERIDIAN, JOSEPHINE COUNTY, OREGON: COMMENCING AT A POINT ON THE EAST LINE OF SECTION 23, TOWNSHIP 38 SOUTH, RANGE 5 WEST, OF THE WILLAMETTE MERIDIAN, JOSEPHINE COUNTY, OREGON, 838.4 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION; THENCE WEST TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE WILLIAMS HIGHWAY FOR THE TRUE POINT OF BEGINNING; THENCE CONTINUE WEST TO A POINT 838.4 FEET NORTH AND 189.1 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 82° WEST (ALONG A FENCE LINE) TO THE CENTERLINE OF THE MAIN CHANNEL OF WILLIAMS CREEK; THENCE SOUTHERLY ALONG SAID CENTERLINE TO THE SOUTH LINE OF DONATION LAND CLAIM NO. 38 IN SECTION 26, TOWNSHIP 38 SOUTH, RANGE 5 WEST, OF THE WILLAMETTE MERIDIAN, JOSEPHINE COUNTY, OREGON; THENCE ALONG SAID SOUTH LINE TO THE NORTHWEST CORNER OF GOVERNMENT LOT 2 IN SAID SECTION; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 2 TO THE NORTHERLY RIGHT OF WAY LINE OF THE WILLIAMS HIGHWAY; THENCE EASTERLY AND NORTHERLY ALONG SAID RIGHT OF WAY LINE TO THE TRUE POINT OF BEGINNING. A.P.N.: R326552 R344871

which currently has the address of 18200 Williams Hwy

[Street]

Williams , Oregon 97544 ("Property Address"):

[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender

may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA.

Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount

of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released

proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for

Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums

secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such

other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized

to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may from time to time remove Trustee and 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.

25. Attorneys' Fees. As used in this Security Instrument and in the Note, attorneys' fees shall include those awarded by an appellate court.

26. Protective Advances. This Security Instrument secures any advances Lender, at its discretion, may make under Section 9 of this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.

27. Required Evidence of Property Insurance.

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan 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.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Patricia Asgeirsson (Seal) -Borrower

Asgeir Asgeirsson (Seal) -Borrower

Witness

Witness

[Space Below This Line For Acknowledgment]

State of New York

County of Nassau

This record was acknowledged before me on 22nd September 2020
(date)

by Patricia Asgeirsson AND Asgeir Asgeirsson

(name(s) of individual(s))

JOHN PHILIP
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PH6097182
Qualified in Nassau County
My Commission Expires 08-08-2023

(Signature of Notarial Officer)

Notary Public, State of NY
(Title, e.g., "Notary Public - State of Oregon")

(STAMP if required)

My commission expires: Aug 8, 2023

Loan Originator: Sheri Amaral, NMLSR ID 1669621
Loan Originator Organization: Evergreen Federal Bank, NMLSR ID 403611

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 22nd day of SEPTEMBER, 2020 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to EVERGREEN FEDERAL BANK, A FEDERAL BANK
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

18200 Williams Hwy, Williams, Oregon 97544
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 4.250 %. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day OCTOBER, 2030 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is

the sum of the monthly average interest rates for marketable Treasury Bills and for marketable Treasury Notes, divided by two, and rounded, as made available by the Federal Home Loan Mortgage Corporation (Freddie Mac).
http://www.freddiemac.com/research/datasets/cofi.page_

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding FOUR AND 000/1000 percentage points (4.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest ZERO AND 125/1000 of one percentage point (0.125 %). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 6.250 % or less than 4.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO AND 000/1000 percentage points (2.000 %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 10.250 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b)

Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

_____ (Seal)	_____ (Seal)
Patricia Asgeirsson -Borrower	Asgeir Asgeirsson -Borrower
_____ (Seal)	_____ (Seal)
-Borrower	-Borrower
_____ (Seal)	_____ (Seal)
-Borrower	-Borrower

[Sign Original Only]

TITLE REPORT + EXCEPTIONS

24

EXCEPTION

WILLIAMS CREEK RANCH

18200 WILLIAMS HIGHWAY

After Recording Return To:

EVERGREEN FEDERAL BANK
969 SE SIXTH STREET
GRANTS PASS, OREGON 97526

JOSEPHINE COUNTY OFFICIAL RECORDS
RHIANNON HENKELS, COUNTY CLERK **2021-016307**
MTG-TRD
Cnt=1 Pgs=14 Stn=5 SSCHREIBER **09/17/2021 11:20 AM**
$70.00 $11.00 $10.00 $60.00 $5.00 **$156.00**

I, Rhiannon Henkels, County Clerk, certify that the within document was received and duly recorded in the official records of Josephine County.

First American Title 3808389 EV

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DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 10, 12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated September 13, 2021, together with all Riders to this document.
(B) "Borrower" is Patricia Asgeirsson and Asgeir Asgeirsson, as tenants by the entirety

Borrower is the trustor under this Security Instrument.
(C) "Lender" is EVERGREEN FEDERAL BANK

Lender is a FEDERAL BANK organized
and existing under the laws of OREGON
Lender's address is 969 SE SIXTH STREET, GRANTS PASS, OREGON 97526

Lender is the beneficiary under this Security Instrument.
(D) "Trustee" is Patrick J Kelly, Attorney at Law
717 NW 5th Street, Grants Pass, Oregon 97526
(E) "Note" means the promissory note signed by Borrower and dated September 13, 2021
The Note states that Borrower owes Lender SIXTY-TWO THOUSAND AND 00/100
Dollars (U.S. $ 62,000.00)

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 1, 2031 .

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ 1 - 4 Family Rider	☐ Home Improvement Rider	☐ Revocable Trust Rider
☐ Other(s) [Specify]		

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) Reserved.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) Reserved.

(O) "Periodic Payment" means the regularly scheduled amount due for principal and interest under the Note.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of Josephine :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF EXHIBIT A.

which currently has the address of 18200 Williams Hwy

[Street]

Williams , Oregon 97544 ("Property Address"):

[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights

hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; and (b) principal due under the Note. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Reserved.

4. Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust, or other security instrument that is a lien having priority over this Security Instrument. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any.

Except for a lien Borrower disclosed to Lender in Borrower's application or in any title report Lender obtained, Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone

determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 21 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking

of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

7. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

8. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 8, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 8.

Any amounts disbursed by Lender under this Section 8 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

9. Reserved.

10. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender, subject to the terms of any mortgage, deed of trust, or other security instrument with a lien which has priority over this Security Instrument.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security

Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, to the extent authorized by Applicable Law; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

20. Hazardous Substances. As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

23. Substitute Trustee. Lender may from time to time remove Trustee and 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.

24. Attorneys' Fees. As used in this Security Instrument and in the Note, attorneys' fees shall include those awarded by an appellate court.

25. Protective Advances. This Security Instrument secures any advances Lender, at its discretion, may make under Section 8 of this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.

26. Required Evidence of Property Insurance.

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan 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.

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BENEFICIARY REQUESTS NOTICE OF ANY ADVERSE ACTION THAT A PRIORITY LIEN HOLDER TAKES WITH REGARD TO THE PROPERTY, INCLUDING DEFAULT AND FORECLOSURE

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Patricia Asgeirsson (Seal)
Patricia Asgeirsson -Borrower
by Asgeir Asgeirsson as attorney in fact

Asgeir Asgeirsson (Seal)
Asgeir Asgeirsson -Borrower

Witness

Witness

[Space Below This Line For Acknowledgment]

STATE OF Oregon

COUNTY OF Jackson

On This 13th Day of September, 2021, before me personally appeared Asgeir Asgeirsson, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Patricia Asgeirsson, and acknowledged that subscribed the name of Patricia Asgeirsson thereto as principal, and Asgeir Asgeirsson's own name as attorney in fact.

OFFICIAL STAMP
BRANDY ANN JENNINGS
NOTARY PUBLIC-OREGON
COMMISSION NO. 995206
MY COMMISSION EXPIRES DECEMBER 26, 2023

(STAMP if required)

Brandy Jennings
(Signature of Notarial Officer)

Notary
(Title, e.g., "Notary Public - State of Oregon")

My commission expires: 12/26/2023

Loan Originator: Sheri Amaral, NMLSR ID 1669621
Loan Originator Organization: Evergreen Federal Bank, NMLSR ID 403611

Date:

Property Address: 18200 Williams Hwy
Williams, Oregon 97544

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PORTION OF FOLLOWING DESCRIBED TRACT LYING IN SECTION 23, TOWNSHIP 38 SOUTH, RANGE 5 WEST, OF THE WILLAMETTE MERIDIAN, JOSEPHINE COUNTY, OREGON: COMMENCING AT A POINT ON THE EAST LINE OF SECTION 23, TOWNSHIP 38 SOUTH, RANGE 5 WEST, OF THE WILLAMETTE MERIDIAN, JOSEPHINE COUNTY, OREGON, 838.4 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION; THENCE WEST TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE WILLIAMS HIGHWAY FOR THE TRUE POINT OF BEGINNING; THENCE CONTINUE WEST TO A POINT 838.4 FEET NORTH AND 189.1 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 82° WEST (ALONG A FENCE LINE) TO THE CENTERLINE OF THE MAIN CHANNEL OF WILLIAMS CREEK; THENCE SOUTHERLY ALONG SAID CENTERLINE TO THE SOUTH LINE OF DONATION LAND CLAIM NO. 38 IN SECTION 26, TOWNSHIP 38 SOUTH, RANGE 5 WEST, OF THE WILLAMETTE MERIDIAN, JOSEPHINE COUNTY, OREGON; THENCE ALONG SAID SOUTH LINE TO THE NORTHWEST CORNER OF GOVERNMENT LOT 2 IN SAID SECTION; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 2 TO THE NORTHERLY RIGHT OF WAY LINE OF THE WILLIAMS HIGHWAY; THENCE EASTERLY AND NORTHERLY ALONG SAID RIGHT OF WAY LINE TO THE TRUE POINT OF BEGINNING.

A.P.N. #: R326552 / R344871

TITLE REPORT + EXCEPTIONS

25

EXCEPTION

WILLIAMS CREEK RANCH

18200 WILLIAMS HIGHWAY

[redacted]

JOSEPHINE COUNTY OFFICIAL RECORDS
RHIANNON HENKELS, COUNTY CLERK **2023-004782**
MTG-FNS 05/26/2023 01:47 PM
Cnt=1 Pgs=3 Stn=4 LBOSS
$15.00 $11.00 $10.00 $60.00 $5.00 **$101.00**

I, Rhiannon Henkels, County Clerk, certify that the within document was received and duly recorded in the official records of Josephine County.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141

B. E-MAIL CONTACT AT FILER (optional)
uccfilingreturn@wolterskluwer.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

25556 - SOLAR MOSAIC
93135253
ORORFIXTURE

File with: Josephine, OR

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME					
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX
Asgeirsson	Asgeir				
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE		COUNTRY
18200 Williams Highway	Williams	OR	97544		USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE		COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME					
Solar Mosaic LLC					
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE		COUNTRY
601 12th Street, Suite 325	Oakland	CA	94607		USA

4. COLLATERAL: This financing statement covers the following collateral:
The collateral includes the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

1. All solar panels, inverters, battery storage, hot water solar systems, racking systems, wiring, electrical and mechanical connections, metering, monitoring and/or other distributed generation interconnect equipment (collectively, "Solar Equipment") and home improvement products (together with the Solar Equipment, "Purchased Goods") excluding Fixtures (as defined in Article 9 of the UCC), if any (such Purchased Goods which excludes Fixtures are referred to as "Collateralized Goods");

2. All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any Collateralized Goods;

3. All proceeds from warranty claims related to the Collateralized Goods, the home improvement agreement between the debtor and solar contractor ("Home Improvement Agreement") and, if debtor has received an operations and maintenance loan, the operations and maintenance agreement between the debtor and its operations and maintenance contractor ("Operations and Maintenance Agreement");

4. All rebates and incentives that are payable as a result of installing the Collateralized Goods except for such rebates and incentives which have been assigned to debtor's solar contractor or operations and maintenance contractor;

5. All debtor's rights, title, interests, and remedies under all agreements, statements and other documentation relating to the Collateralized Goods

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
93135253 375340 665121

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

Prepared by Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S SURNAME
Asgeirsson

FIRST PERSONAL NAME
Asgeir

ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

10c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

11c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):
(including, without limitation, the Home Improvement Agreement and Operations and Maintenance Agreement); and

6. All consideration received from the collection, sale or other disposition of any property that constitutes Collateralized Goods, including any payment received from any insurer arising from any loss, damage or destruction of any Collateralized Goods and any other payment received as a result of possessing any Collateralized Goods or any proceeds of Collateralized Goods.

All of the collateral described above is intended to be classified as personal property, but to the extent that any portion of such collateral is or becomes classified as a fixture, this filing constitutes a fixture filing as to such collateral. The collateral described above secures a purchase money obligation in favor of the secured party and secured party's lien thereon constitutes a purchase money security interest.

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):
Asgeir Asgeirsson
18200 Williams Highway
Williams, OR 97544

16. Description of real estate:

This property is located at 18200 Williams Highway, Williams, OR 97544. Our security interest is in the personal property described in detail in the Collateral section included with this filing.
State: OR
County: Josephine County

17. MISCELLANEOUS: 93135253-OR-33 25556 - SOLAR MOSAIC Solar Mosaic LLC File with: Josephine, OR 375340 665121

Prepared by Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

(10)

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Josephine, State of Oregon, described as follows:

That portion of following described tract lying in Section 23, Township 38 South, Range 5 West, of the Willamette Meridian, Josephine County, Oregon: Commencing at a point on the East line of Section 23, Township 38 South, Range 5 West, of the Willamette Meridian, Josephine County, Oregon, 838.4 feet North of the Southeast corner of said Section; thence West to a point on the Westerly right of way line of the Williams Highway for the true point of beginning; thence continue West to a point 838.4 feet North and 189.1 feet East of the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 23; thence North 82° West (along a fence line) to the centerline of the main channel of Williams Creek; thence Southerly along said centerline to the South line of DONATION LAND CLAIM NO. 38 in Section 26, Township 38 South, Range 5 West, of the Willamette Meridian, Josephine County, Oregon; thence along said South line to the Northwest corner of Government Lot 2 in said Section; thence South along the West line of said Lot 2 to the Northerly right of way line of the Williams Highway; thence Easterly and Northerly along said right of way line to the true point of beginning.

NOTE: This legal description was created prior to January 1, 2008.

TITLE REPORT + EXCEPTIONS

VESTING DEED

WILLIAMS CREEK RANCH

18200 WILLIAMS HIGHWAY

After recording return to:
Asgeir Asgeirsson and Patricia Asgeirsson
18200 Williams Highway
Williams, OR 97544

Until a change is requested all tax statements shall be sent to the following address:
Asgeir Asgeirsson and Patricia Asgeirsson
18200 Williams Highway
Williams, OR 97544

File No.: 7161-3519989 (EV)
Date: July 15, 2020

THIS SPACE RESERVED FOR RECORDER'S USE

JOSEPHINE COUNTY OFFICIAL RECORDS
RHIANNON HENKELS, COUNTY CLERK
2020-014370
DED-WRD
09/23/2020 02:57 PM
Cnt=1 Pgs=3 Stn=5 SSCHREIBER
$15.00 $11.00 $10.00 $60.00 $5.00
$101.00

I, Rhiannon Henkels, County Clerk, certify that the within document was received and duly recorded in the official records of Josephine County.

STATUTORY WARRANTY DEED

Stephen R. Day and Sandra K. Day, AS QUALIFIED BY THE FOLLOWING LANGUAGE CONTAINED IN THE DEED TO THE VESTEES HEREIN, husband and wife as joint tenants with the right of survivorship, Grantor, conveys and warrants to **Asgeir Asgeirsson and Patricia Asgeirsson as tenants by the entirety** , Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

LEGAL DESCRIPTION: Real property in the County of Josephine, State of Oregon, described as follows:

As reflected on the attached Exhibit "A" made a part hereof

Subject to:
1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.
2. The **2020-2021** Taxes, a lien not yet payable.

The true consideration for this conveyance is **$1,500,000.00**. (Here comply with requirements of ORS 93.030)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 9th day of September, 2020.

Stephen R. Day

Sandra K. Day

STATE OF Oregon)
)ss.
County of Josephine)

This instrument was acknowledged before me on this 9th day of September, 2020 by **Stephen R. Day and Sandra K. Day**.

OFFICIAL STAMP
SCOTT THOMAS MCGREW
NOTARY PUBLIC – OREGON
COMMISSION NO. 962015
MY COMMISSION EXPIRES APRIL 30, 2021

Notary Public for Oregon
My commission expires: 30 April, 2021

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Josephine, State of Oregon, described as follows:

THAT PORTION OF FOLLOWING DESCRIBED TRACT LYING IN SECTION 23, TOWNSHIP 38 SOUTH, RANGE 5 WEST, OF THE WILLAMETTE MERIDIAN, JOSEPHINE COUNTY, OREGON: COMMENCING AT A POINT ON THE EAST LINE OF SECTION 23, TOWNSHIP 38 SOUTH, RANGE 5 WEST, OF THE WILLAMETTE MERIDIAN, JOSEPHINE COUNTY, OREGON, 838.4 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION; THENCE WEST TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE WILLIAMS HIGHWAY FOR THE TRUE POINT OF BEGINNING; THENCE CONTINUE WEST TO A POINT 838.4 FEET NORTH AND 189.1 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 82° WEST (ALONG A FENCE LINE) TO THE CENTERLINE OF THE MAIN CHANNEL OF WILLIAMS CREEK; THENCE SOUTHERLY ALONG SAID CENTERLINE TO THE SOUTH LINE OF DONATION LAND CLAIM NO. 38 IN SECTION 26, TOWNSHIP 38 SOUTH, RANGE 5 WEST, OF THE WILLAMETTE MERIDIAN, JOSEPHINE COUNTY, OREGON; THENCE ALONG SAID SOUTH LINE TO THE NORTHWEST CORNER OF GOVERNMENT LOT 2 IN SAID SECTION; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 2 TO THE NORTHERLY RIGHT OF WAY LINE OF THE WILLIAMS HIGHWAY; THENCE EASTERLY AND NORTHERLY ALONG SAID RIGHT OF WAY LINE TO THE TRUE POINT OF BEGINNING.

NOTE: THIS LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 1, 2008.