ucc

LIEN NO. 94244105

MCKENZIE DIVED EVI IIT

JCC FINANCING STATEMENT OLLOW INSTRUCTIONS					
a. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Steven and Diana Shefcheck Living T	rust				
B. E-MAIL CONTACT AT SUBMITTER (optional) Chefchex22992@gmail.com			,		
C. SEND ACKNOWLEDGMENT TO: (Name and Address)					
90491 Mountain View Lane Leaburg, OIR 97489	. 7				
SEE BELOW FOR SECURED PARTY CONTACT IN	IFORMATION	THE ABOVE	CDACE IS EC	D THE INC. OFFICE USE	ONLY
. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use e not fit in line 1b, leave all of item 1 blank, check here	xact, full name; do not omit, mod and provide the Individual Debtor in	fy, or abbreviate any part of	the Debtor's nar		
1a. ORGANIZATION'S NAME McKenzie River Equity LLC					
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL	NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
c. MAILING ADDRESS 11099 Highway 14E	сітч Big Flat		AR	72617	USA
. DEBTOR'S NAME: Provide only <u>one</u> Debtor name (2a or 2b) (use e	xact, full name; do not omit, modi and provide the Individual Debtor in				l Debtor's name w
2a. ORGANIZATION'S NAME					
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL	NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGN	OR SECURED PARTY): Provide	only one Secured Party na	me (3a or 3b)		
Steven and Diana Shefcheck Living	Trust				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL	NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
o. MAILING ADDRESS 30491 Mountain View Lane	Leaburg		STATE OR	POSTAL CODE 97489	USA
70431 Modificant View Lane					

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:	6b. Check only if applicable and check only one box:
Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility	Agricultural Lien Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buye	Bailee/Bailor Licensee/Licensor
8. OPTIONAL FILER REFERENCE DATA:	

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 07/01/23)

n H.C

SECURITY AGREEMENT (General)

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Section: 1,	McKenzie River Equity LI	LC		(Name)	
_11099 Highway 14E	JJ	Big Flat, AR 72617		Lane	nas troitiiti ii aa aa aa
(hereinafter called the and Diane LaRoe S party), whose addreall accessories, sub-	and Street) he debtor), for a valuable con- hefcheck as Trustees of the S ess is 90491 Mountain View I stitutions, additions, replacen of (all hereafter called "the Co	(City, Z sideration, receipt whereof h Steven and Diana Shefcheck Lane, Leaburg, OR 97489 a nents, parts and accessions	ereby is acknowled Living Trust dated a security interest in	6 January 2017 (here the following describ	inafter called the secured ed property together with
MANUFACTURE N 2021, 2022, 1997, 2021 and 2021	2022, 310PL15541A, 310PL15541A, Lake Pointe, 310PL15541A, 310PL15541A and 310PL15401A		LICENSE	HOME-ID NO 401289, 401291, 289761, 401292, 401293 and 401294	SERIAL NO. PHH3100R21- 14657A; PHH3100R21- 14662A, ORFLV48AB24874 LP13, PHH3100R21- 14676A; PHH3100R21- 14696A: and PHH3100R21- 14687A
party in the amoun sentence if not app arising from the de pay said note and days, debtor agree	of the debtor's debt to the secution of \$1,225,000.00 payable oplicable) also to secure any obligations and if any portion is to pay, in addition to the it or action, including any app	n the terms, at the times and and all other liabilities, di aid note and said liabilities h thereof, principal or interes foregoing, the reasonable of	I with the interest as rect and indirect, al ereinafter collective st, is not paid when	set forth in said note osolute or contingent, ly are called "the oblig due and such default	now existing or hereafter gations:") Debtor agrees to continues for more than 10
2.1 The Collate which); and disburse directly and disburse directly at all times be removed the secured 2.3 If the Collaborated at the collaborate	ateral is bought or used prim the place shown at the beginn as no place of business in Ore	[] personal, family or ho is being acquired, in whole ateral. 45161 McKenzie Highway e or in part, until such time arily for business or committing of this agreement; debte agon but resides therein, the	or in part, with the A A A A A A A A A A A A A A A A A A A	broceeds of the said records of the said records of the said records of the said records a change of location debtor's principal place business in the followater resides is ANC	county Oregon and shall not is obtained by debtor from the of business in Oregon is wing other Oregon counties: County in said state.
beginning 2.5 If the Colli	at corporation, it is organized at of this agreement. ateral is or is to become attach	ned to real estate; a descripti	on of the real estate	is:	
		See attach	ed Exhibit A		
debtor wil secured pa marty's inte	ounty, Oregon, and if the Col il, on the demand of the secu arty, signed by all persons he erest: lateral is crops, a description of	red party, furnish the latter aving an interest in said rea	with disclaimers or l estate or any inter	est in the Collateral v	Jenes in folia samable to me-
in 2:7 If any mo of title an	County, Or tor vehicles are included in the d each of said certificates sha	egon: he above-described Collaters Il be deposited with and kep	ul, the secured party t by the secured par	's security interest is to	be noted on each certificate
Section 3. SPEC	CIAL TERMS AND CONDIT	TIONS:		*	
If at anytime the	undersigned sells any mobile	e home, proceeds to go to pa	yoff outstanding pri	ncipal:owed::	
reference. Th	ent is subject to the ad ne debtor acknowledges r I delivered on	eccipt of a complete exe	cuten copy of the	s:agreement.	incorporated herein by
		1 4	rustees of the Ste	ven and Diana Shef	check Living Trust dated 6
Bu (1) ///		The Doback	Frustees of the Sta	even and Diana She	fcheck Living Trust dated (

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Rickey Fullz, Sole Member

NOTE: If the above contract is a consumer credit transaction and therefore within the purview of the Truth-In-Lending Act and Regulation Z, the secured party MUST comply with the Act and the Regulation by making the required disclosures to the debtor, for this purpose use Stevens-Ness Form No. 1318, or equivalent. This form is not suitable in connection with sales of motor vehicles or other goods in Retail Installments. See complete list of Security Agreements and Retail Installment Contracts.

Section 4. The debtor hereby further warrants and covenants that:

4.1 No financing statement covering any of the Collateral described on the reverse hereof, or the products or proceeds thereof, is on file in any public office. The debtor is the owner of said Collateral and each and every part thereof free from any prior lien, security interest or encumbrance and will defend the Collateral against the claims and demands of all persons whomsoever.

The debtor will not sell, exchange, lease or otherwise dispose of the Collateral, or any part thereof, or suffer or permit any lien, levy or attachment thereon or security interest therein or financing statement to be filed with reference thereto, other than that of the secured

4.3 Debtor will maintain the Collateral in good condition and repair and preserve the same against waste, loss, damage or depreciation in value other than by reasonable wear. The debtor will not use any of the Collateral in violation of any law or public regulation. Secured party may examine and inspect the Collateral at any reasonable times, wherever located, and for that purpose hereby is authorized by

debtor to enter any place or places where any part of the Collateral may be.

4.4 Debtor will keep the Collateral fully insured against loss or damage by fire, theft (and collision if applicable) and such other hazards as secured party may from time to time require, with such deductible provisions, upon such terms, including loss payable and other endorsements, and in such company or companies as the secured party may approve; debtor immediately will deliver all policies to the secured party, to be retained by the latter in pledge to secure debtor's obligations hereunder, with irrevocable authority to adjust any loss, receive and receipt for any sum payable, surrender any policy, discharge and release any insurer, endorse in debtor's name any loss or refund check or draft and, in general, exercise in the name of the debtor or otherwise, any and all rights of the debtor in respect thereto or in respect to the proceeds thereof.

WARNING: Unless debtor provides secured party with evidence of insurance coverage as required by the contract or loan agreement between them, secured party may purchase insurance at debtor's expense to protect secured party's interest. This insurance may, but need not, also protect debtor's interest. If the collateral becomes damaged, the coverage purchased by secured party may not pay any claim made by or against the debtor. Debtor may later cancel the coverage by providing evidence that debtor has obtained property coverage elsewhere. Debtor is responsible for the cost of any insurance coverage purchased by secured party, which cost may be added to debtor's contract or loan balance. If it is so added, the interest rate on the underlying contract will apply to it. The effective date of coverage may be the date debtor's prior coverage elapsed or the date debtor failed to provide proof of coverage. The coverage secured party purchases may be considerably more expensive than insurance debtor may obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

4.5 Debtor will pay, when due, all taxes, license fees and assessments relative to the Collateral and its use and relative to the note and obligations secured hereby. Should debtor fail in the performance of any of the foregoing, the secured party may pay any security interest having priority hereto, may order and pay for the repair, maintenance and preservation of the Collateral, or any part thereof, may place and pay for any such insurance and may pay any such taxes; the debtor agrees to pay to the secured party on demand all of the latter's disbursements for any of said purposes with interest at ten percent per annum on all sum from the date of payment until repaid. Repayment of all said sums shall be secured by Security Agreement.

4.6 The debtor agrees to notify the secured party promptly in writing of any change in debtor's business or residence address and in the

location where the Collateral is kept.

4.7 In the event of any assignment by the secured party of this agreement or secured party's rights hereunder, debtor will not assert as a defense, counter-claim, set-off or otherwise against secured party's assignee any claim, known or unknown, which debtor now has or claims to have or hereafter acquires against the secured party. However, notwithstanding any such assignment, secured party shall be liable to the debtor as if such assignment had not been made.

The debtor will join with the secured party in executing, filing and doing whatever may be necessary under applicable law to perfect and

continue the secured party's security interest in the Collateral, all at debtor's expense.

4.9 Debtor hereby consents to any extension of time of payment and to any substitution, exchange or release of Collateral and to the addition to or release of any part or person primarily or secondarily liable for the obligations, or part thereof.

Section 5. General Provisions:

5.1 The note, which this agreement secures, is a separate instrument and may be negotiated, extended or renewed by the secured party without releasing the debtor, the Collateral or any guarantor or co-maker.

5.2 All of the terms herein and the rights, duties and remedies of the parties shall be governed by the laws of Oregon. Any part of this agreement contrary to the law of any state having jurisdiction shall not invalidate other parts of this agreement in that state

All of the benefits of this agreement shall inure to the secured party, secured party's successors in interest and assigns and the obligations hereunder shall be binding upon the debtor, debtor's legal representatives, successors and assigns.

If there be more than one debtor or a guarantor or co-maker of the note or this agreement, the obligation of each and all shall be primary

The secured party shall not be deemed to have waived any right under this or any other agreement executed by the debtor unless the

waiver is in writing signed by the secured party. No delay in exercising secured party's rights shall be a waiver nor shall a waiver on one occasion operate as a waiver of such right on a future occasion. 5.6 Each notice from one to the other party to this agreement shall be sufficient if served personally or given by U.S. registered or certified

mail, or by telegraph, addressed to the other party at the address set forth on the reverse hereof, or as said address may be changed by written notice to the other given pursuant to this paragraph. Reasonable notice, when notice is required, shall be deemed to be five days

5.7 In construing this Security Agreement, the singular shall include the plural, all grammatical changes shall be made and implied so that this agreement shall apply equally to individuals, corporations and partnerships, all as the circumstances may require. Further, the debtor is the customer and the secured party is the creditor within the meaning of Regulation Z and the Truth-In-Lending Act. For any party hereto which is a corporation, this instrument has been executed by one of its officers or other person authorized to do so.

5.8 A carbon impression of any signatures on any copy of this agreement shall be deemed, for all purposes, an original signature.

Security Agreement – cont'd Ref: 1004184

Section 6. Default:

- 6.1 Time is of the essence hereof. The debtor shall be in default under this agreement upon the occurrence of any of the following events or
- Debtor's failure to pay, when due, the principal of or interest on said note or obligations, or any installment thereof;
- Debtor's failure to keep, observe or perform any provision of this agreement or any other agreement between debtor and the secured party;
- The discovery of any misrepresentation, or material falsity of any warranty, representation or statement made or furnished by debtor to the secured party whether or not in connection with this agreement;
- Loss, theft or destruction of or substantial cause to deem secured party's position insecure;
- The secured party deems or has reasonable cause to deem secured party's position insecure;
 Failure or termination of the business of, or commencement of any insolvency or receivership proceedings by or against the debtor, or if the debtor, or any guarantor or co-maker of said note dies or becomes insolvent, and if debtor or any guarantor or co-maker of said note is a partnership, the death of any

Section 7. Remedies of Secured Party:

7.1 Upon debtor's default, secured party shall have each and all of the rights and remedies granted to secured party by the Uniform Commercial Code of Oregon, by the said note and by this agreement and may declare the note and obligations immediately due and payable and may require debtor to assemble the Collateral and make it available to the secured party at a place to be designated by the secured party which is reasonably convenient to both parties. The debtor agrees to pay the secured party's reasonable attorney's fees and other expenses incurred by the latter in retaking, holding, preparing for sale, selling and realizing on said Collateral. Should suit or action be instituted on this agreement, on the said note or to replevy said Collateral, or any part thereof, the losing party shall pay (1) the prevailing party's reasonable attorney's fees to be fixed by the trial court and (2) on appeal, if any, similar fees in the appellate court to be fixed by the appellate court.

EXHIBIT "A"

Legal Description

Beginning at a point on the Northerly right of way line of the McKenzie Highway North 0° 36' 49" East 398.17 feet and North 89° 23' 11" West 46.30 feet from the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 29, Township 16 South, Range 2 East, Willamette Meridian, said point being the Southeast corner of Parcel I as described in that Warranty Deed recorded on Reel 606R, Instrument No. 22306, Lane County Oregon Deed Records; thence North 38° 08' 53" West 372.72 feet along said East line to a 5/8 inch iron rod marking the Northeast corner of said Parcel I; thence South 51° 51' 07" West 172.33 feet to a 5/8 inch iron rod marking the Northwest corner of said Parcel I; thence South 53° 53" East 56.67 feet along the West line of said Parcel I to a 5/8 inch iron rod on the North line of the Jesse Earl McClellan tract as set forth in that instrument recorded October 30, 1953, Instrument No. 15875, Lane County Oregon Deed Records; thence South 51° 51' 07" West 12.00 along the Northerly line of said McClellan tract to a 5/8 inch iron rod; thence leaving said Northerly line South 38° 08' 42" East 332.75 feet to a 5/8 inch iron rod on the Northerly line of that property conveyed to the State of Oregon by Warranty Deed recorded on Reel 2205R, Instrument No. 96-55311, Lane County/Oregon Deed Records; thence North 47° 49' 42" East 145.72 feet along said North line to a 5/8 inch iron rod marking the most Northeasterly point of that property described in said Warranty Deed recorded on Reel 2205R, Instrument No. 96-55311; thence Northeasterly 39.52 feet along the Northerly right of way line of the McKenzie Highway as it follows the arc of a 2824.78 foot radius curve left (the chord of which bears North 42° 26' 29" East 39.52 feet) to the point of beginning, all in Lane County, Oregon.