

Amerititle  
NTC 278362 An

AFTER RECORDING RETURN TO:  
Amerititle- Servicing Dept  
PO Box 1609  
Roseburg, OR 97470

2019-001129  
Klamath County, Oregon  
02/07/2019 09:16:02 AM  
Fee: \$107.00

### First Trust Deed

This First Trust Deed is made on February 4, 2019, between FLYING A PROPERTIES INC, as "Grantor"; AMERITITLE, as "Trustee"; and HILMA NORBERG, LLC, as "Beneficiary".

1. **Conveyance.** For value received, Grantor hereby grants, bargains, sells, and conveys to Trustee in trust with power of sale the "Property" in KLAMATH County, State of Oregon, commonly known as 5734 Homedale Rd, Klamath Falls OR 97603, and legally described as:

The South 120 feet of the following described tract:

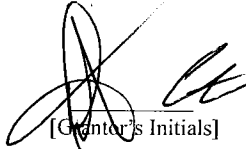
A tract of land situated in the NW1/4 SE1/4 of Section 14, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, more particularly described as follows:

Beginning at a one-half inch iron pin on the Westerly right of way line of Homedale Road, said point being South 00° 02' 35" East 2169.24 feet (2170.00 feet by record) and South 89° 48' 28" West 30.00 feet from the Northeast corner of the SW1/4 NE1/4 of said Section 14; thence South 00° 02' 35" East along said right of way line 240.00 feet to a 5/8 inch iron pin; thence South 89° 48' 28" West 703.77 feet to a 5/8 inch iron pin on the Easterly right of way line of U.S.B.R. A-3-B irrigation lateral; thence North 24° 44' 39" East along said Easterly right of way line 264.67 feet to a 5/8 inch iron pin; thence North 89° 48' 28" East along the Northerly edge of an existing fence line 592.80 feet to the point of beginning.

APN#R575443

2. **Grantor's Obligations.** This First Trust Deed is intended to secure the following:
  - a. Each agreement, obligation, duty, warranty, and covenant of Grantor contained herein.
  - b. The payment of a certain Negotiable Promissory Note of even date herewith dated February 4, 2019, in the original amount of \$200,000.00 made by Grantor, payable to Beneficiary or Beneficiary's heirs, successors, or assigns, according to the terms and conditions contained therein.

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[Grantor's Initials]

3. **Modification of First Trust Deed.** This First Trust Deed, and the terms and conditions contained herein, may only be modified in writing.

**To protect the security of this Trust Deed, Grantor agrees:**

1. To preserve and maintain said Property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said Property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement, which may be constructed, damaged or destroyed thereon and pay, when due, all costs incurred therefor.

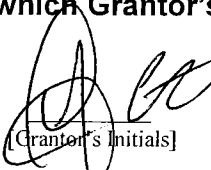
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property, if the Beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the Beneficiary may require and to pay for filing same in the proper public office, or offices, as well as the cost of all lien searches made by filing officers or searching agencies or title companies as may be deemed desirable by the Beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the Beneficiary may from time to time require, in an amount not less than the full insurable value, written in companies acceptable to the Beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the Beneficiary as soon as insured; if the Grantor shall fail for any reason to procure any such insurance and to deliver said policies to the Beneficiary at least fifteen (15) days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the Beneficiary may procure the same at Grantor's expense without notice. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or, at option of Beneficiary, the entire amount so collected, or any part thereof, may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

**WARNING:**

**Unless Grantor provides Beneficiary with evidence of the insurance coverage as required by the Note, Beneficiary may purchase insurance at Grantor's expense to protect Beneficiary's interest. This insurance may, but need not, also protect Grantor's interest. If the Trust Property becomes damaged, the coverage that Beneficiary purchases may not pay any claim Grantor makes or any claim made against Grantor. Grantor may later cancel this coverage by providing evidence that Grantor has obtained property coverage elsewhere.**


**Grantor is responsible for the cost of any insurance purchased by Beneficiary. The cost of this insurance may be added to Grantor's loan balance. If the cost is added to Grantor's loan balance, the interest rate on the underlying loan will apply to this added amount. The effective date of coverage may be the date on which Grantor's**

  
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prior coverage lapsed or the date on which Grantor failed to provide proof of coverage.

The coverage that Beneficiary purchases may be considerably more expensive than insurance that Grantor can obtain on its own and may not satisfy any need for property-damage coverage or any mandatory liability insurance requirements imposed by applicable law.

Acknowledged by:

  
[Grantor's signature]


5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to Beneficiary; should the Grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by Grantor, either by direct payment or by providing Beneficiary with funds with which to make such payment, Beneficiary may, at Beneficiary's option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this Trust Deed, shall be added to and become a part of the debt secured by this Trust Deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the Grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the Beneficiary, render all sums secured by this Trust Deed immediately due and payable and constitute a breach of this Trust Deed.

6. To pay all costs, fees and expenses of this trust and the obligations thereunder, including the cost of title search, as well as the other costs and expenses of the Trustee incurred in connection with or in enforcing these obligations and Trustee's and attorney's fees actually incurred in enforcing the obligations and duties under this agreement, and Trustee's fees and attorney's fees and costs incurred in enforcement by either private advertisement and sale, or in any suit or action filed hereon or in any appeal therefrom.

7. To appear and defend any action or proceeding purporting to affect the security rights or powers of Beneficiary or Trustee; and in any suit, action or proceeding in which the Beneficiary or Trustee may appear, including any suit for the foreclosure of this Trust Deed, to pay all costs and expenses, including evidence of title and the Beneficiary's or Trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court, and in the event of an appeal from any judgment or decree of the trial court, Grantors further agree to pay such sum as the appellate court shall adjudge reasonable as the Beneficiary's or Trustee's attorney's fees on such appeal.

**It is further mutually agreed that:**

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, Beneficiary shall have the right, if Beneficiary so elects, to require that

  
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all or any portion of the monies payable as compensation for such taking which are in excess of the amount required to pay all reasonable costs, expenses and attorney fees necessarily paid or incurred by Grantor in such proceedings shall be paid to Beneficiary and applied by Beneficiary first upon any reasonable costs, expenses and attorney fees, both in the trial and appellate courts, necessarily paid or incurred by Beneficiary in such proceedings and the balance applied upon the indebtedness secured hereby; and Grantor agrees, at Grantor's own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon Beneficiary's request.

9. At any time and from time to time upon written request of Beneficiary, payment of his fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, Trustee may:

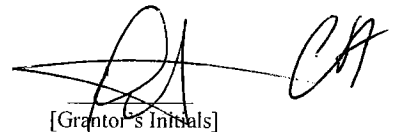
- (a) consent to the making of any map or plat of said property;
- (b) join in granting any easement or creating any restriction thereon;
- (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof;
- (d) reconvey, without warranty, all or any part of the property.

The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.00.

10. Upon any default by Grantor hereunder, Beneficiary may at any time after written notice, either in person, by agent, or by a receiver to be appointed by a court and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property of any party thereof, in Beneficiary's own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by Grantor in payment of any indebtedness secured hereby or in Grantor's performance of any agreement hereunder, the Beneficiary may declare all sums secured hereby immediately due and payable. In such an event, the Beneficiary at Beneficiary's election may proceed to foreclose this Trust Deed in equity as a mortgage or direct the Trustee to foreclose this Trust Deed by advertisement and sale. In the latter event, the Beneficiary or the Trustee shall fix

  
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the time and place of sale, give notice thereof as then required by law and proceed to foreclose this Trust Deed in the manner provided in ORS 86.726 to 86.809.

13. Should the Beneficiary elect to foreclose by advertisement and sale, then after default at any time prior to five days before the date set by the Trustee for the Trustee's sale, the Grantor or other person so privileged by ORS 86.778, may pay to the Beneficiary or Beneficiary's successors in interest, respectively, the entire amount then due under the terms of the Trust Deed and in obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and Trustee's and attorney fees not exceeding the amounts provided by law) other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the Trustee.

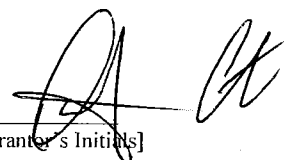
14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The Trustee may sell said property, either in one parcel or in separate parcels, and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to purchaser his deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the Trustee, but including the Grantors and Beneficiary, may purchase at the sale.

15. When the Trustee sells pursuant to the powers provided herein, Trustee shall apply the proceeds of sale to payment of:

- (1) the expenses of sale, including the compensation of the Trustee and a reasonable charge by Trustee's attorney;
- (2) to the obligation secured by the Trust Deed;
- (3) to all persons having recorded liens subsequent to the interest of the Trustee in the Trust Deed as their interests may appear in the order of their priority; and
- (4) the surplus, if any, to the grantors or to their successor in interest entitled to such surplus.

16. For any reason permitted by law, Beneficiary may from time to time appoint a successor or successors to any Trustee named herein or to any Successor Trustee appointed hereunder. Upon such appointment, and without conveyance to the Successor Trustee, the latter shall be vested with all title, powers and duties conferred upon any Trustee herein named or appointed hereunder. Each appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Trust Deed and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the Successor Trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless such action or proceeding is brought by Trustee.

  
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The Grantor covenants and agrees to and with the Beneficiary and those claiming under the Beneficiary, that the Grantor is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto, and that Grantor will warrant and forever defend the same against all persons whomsoever.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term "Beneficiary" shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a Beneficiary herein. In construing this Trust Deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

In the event Grantor sells, assigns, conveys, or contracts to convey Grantor's interest in the Property described herein, all sums secured under this Trust Deed and owed under the Promissory Note of even date herewith shall be immediately due and owing.

18. Plural and Singular. In construing this trust deed, it is understood that the Grantors or Beneficiaries may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter.

IN WITNESS WHEREOF, said Grantor has hereunto set his hand the day and year first above written.

GRANTOR

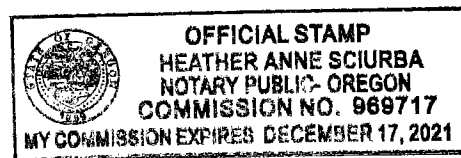
ⓧ [Signature]  
/s/ \_\_\_\_\_  
Signature of Grantor

ⓧ [Signature]

Danny Aiten  
Printed Name of Grantor

Cody Aiten

STATE OF OREGON )  
County of Klamath ss.



On this 6 day of Feb, 2019, personally appeared before me the above-named grantor, Danny Aiten + \*, and acknowledged the foregoing instrument to be his/her voluntary act and deed.

+ Cody Aiten

[Signature]

Notary Public for Oregon  
My commission expires: Dec 17 2021

[Signature]  
[Grantor's Initials]