

**2019-006019****Klamath County, Oregon**

05/31/2019 03:13:01 PM

Fee: \$112.00

Account #: 0131641-6101

SBA LOAN NO.

PLP 33737270-05

PREPARED BY AND UPON RECORDING RETURN TO:

Scott A. Oliver
LEWIS & KAPPES, P.C.
One American Square, Suite 2500
Indianapolis, IN 46282

DEED OF TRUST**Maturity Date: August 30, 2044****Date: May 30, 2019**

TRUSTOR: CASTEL'S SOUTHSIDE LLC, an Oregon limited liability company
whose mailing address is: **5735 Altamont Drive, Klamath Falls, Oregon 97603**

TRUSTEE: AMERITITLE, INC.
whose mailing address is: **300 Klamath Avenue, Klamath Falls, Oregon 97601**

BENEFICIARY: READYCAP LENDING, LLC
whose mailing address is: **420 Mountain Avenue, 3rd Floor, New Providence, New Jersey 07974**

Property situation in the County of **Klamath**, State of **Oregon**, as described as follows:**See Exhibit A attached hereto and made a part hereof.**

Together with all buildings, improvements and fixtures thereon or hereinafter erected thereon. Street address if any, or identifiable location of this property: **5735 Altamont Drive, Klamath Falls, Oregon 97603.**

THIS DEED OF TRUST, made on the above date by, between and among the TRUSTOR, TRUSTEE and BENEFICIARY above named.

WITNESSETH: That Trustor hereby irrevocably grants, conveys, transfers and assigns to the Trustee in Trust, with Power of Sale, the above described real property (the Trust Property), together with leases, issues, profits, or income therefrom (all of which are hereinafter called "property income"). **SUBJECT**, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such property income.

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SUBJECT TO: Current taxes and other assessments, reservation in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

FOR THE PURPOSE OF SECURING:

- A. Trustors' payment of the indebtedness in the principal sum of **Three Hundred Five Thousand and NO/100 Dollars (\$305,000.00)** evidenced by a Promissory Note or Notes of even date herewith with interest on the unpaid principal balance at the rate of Wall Street Journal Prime Rate plus 2.50 percent per annum, adjusted quarterly, and any extension or renewal thereof, executed by Trustor.
- B. Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or its successors or assigns, when evidenced by a Promissory Note or Notes reciting that they are secured by a Deed of Trust.
- C. Performance of each agreement of Trustor herein contained.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building, thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon said property in violations of law; and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain, and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. 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 Trustor. Such application or release shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named, and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust.

4. To pay, at least 10 days before delinquent, all taxes and assessments affecting said property; when due, all encumbrances, charges, and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and full Reconveyance, and all lawful charges, costs, and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon

said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or power of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel, and pay his reasonable fees.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Deed of Trust or at the legal rate if it secures a contract or contracts other than a promissory note or notes. Any amounts so paid by Beneficiary or Trustee shall become a part of the debt secured by this Deed of Trust and a lien on said premises or immediately due and payable at option of Beneficiary or Trustee.

IT IS MUTUALLY AGREED:

6. That any award of damages in connection with any condemnation or any such taking, or for injury to the property by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby (reserving unto the Trustor, however, the right to sue therefore and the ownership thereof subject to this Deed of Trust), and upon receipt of such moneys Beneficiary may hold the same as such further security, or apply or release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

7. That time is of the essence of this Deed of Trust, and that by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

8. That at any time or from time to time, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note(s) for endorsement, and without liability therefor, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the property affected by the Trustee's action be credited on the indebtedness, the Trustee may: (a) release and reconvey all or any part of said property; (b) consent to the making and recording, or either, of any map or plat of the property or any part thereof; (c) join in granting any easement thereon; (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge hereof.

9. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note(s) to Trustee for cancellation, and upon payment of its fees, Trustee shall release and reconvey, without covenant or warranty, express or implied, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

10. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority, during the continuance of this Trust, to collect the property income, reserving to Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such property income as it becomes due and payable. Upon any such default, Beneficiary may at any time, without 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 or any part thereof, in his own name sue for or otherwise collect such property income, including that 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. The entering upon and taking possession of said property, the collection of such property income, and the application thereof as aforesaid, shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

11. That upon default by Trustor in the payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice thereof, setting forth the nature thereof, and of election to cause to be sold said property under this Deed of Trust. Beneficiary also shall deposit with Trustee this Deed of Trust, said note(s), and all documents evidencing expenditures secured hereby.

Trustee shall record and give notice of Trustee's sale in the manner required by law, and after the lapse of such time as may then be required by law, subject to the statutory rights of reinstatement, the Trustee shall sell, in the manner required by law, said property at public auction at the time and place fixed by it in said notice of Trustee's sale to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone or continue the sale by giving notice of postponement or continuance by public declaration at the time and place last appointed for the sale. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, expressed or implied. Any persons, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees, and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale and reasonable attorney's fees, Trustee shall apply the proceeds of sale to payment of all sums then secured hereby and all other sums due under the terms hereof, with accrued interest, and the remainder, if any, to the person or persons legally entitled thereto. To the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any balance due hereunder.

In the alternative to foreclose by trustee's sale, the Beneficiary may foreclose by judicial proceedings, and in such event, the election to declare the unpaid balance immediately due and payable may be made in the complaint. In such judicial proceedings, Beneficiary shall be entitled to reasonable Attorney's fees, costs of foreclosure report, and all sums advanced with interest as provided in paragraphs four (4) and five (5) herein.

12. That Trustee accepts this Trust when this Deed of Trust, 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 Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.


13. The loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

The undersigned Trustor requests that a copy of any notice of Trustee's sale hereunder be mailed to it at its address hereinbefore set forth.

TRUSTOR:

CASTEL'S SOUTHSIDE LLC

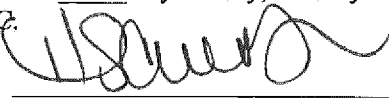
By: 
Christine A. Carland, Authorized Member

STATE OF OREGON

COUNTY OF Klamath) SS:

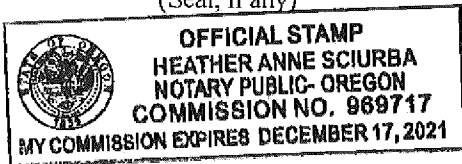
This instrument was acknowledged before me on this 30 day of May, 2019 by Christine A. Carland as Authorized Member of Castel's Southside LLC.

Dec. 17, 2021
Commission Expires


Notary Public

Notary
(Title and Rank)

(Seal, if any)



This instrument prepared by: Scott A. Oliver
LEWIS & KAPPES, P.C.
One American Square, Suite 2500
Indianapolis, IN 46282

EXHIBIT A
LEGAL DESCRIPTION

A tract of land situated in Tract 45 of Altamont Small Farms in the NW1/4 SE1/4 of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon more particularly described as follows:

Beginning at a 5/8" iron pin with Tru-Line Surveying plastic cap on the Easterly right-of-way line of Altamont Drive from which the platted Northwest corner of said Lot 45 bears North 00° 11' 00" East 96.34 feet and North 88° 46' 00" West 10.00 feet; thence South 00° 11' 00" West, along said right-of-way line, 134.00 feet to a 5/8" iron pin with Tru-Line Surveying plastic cap marking the most Northerly corner of that tract of land for additional right-of-way as described in Deed Volume M79, page 8412; thence South 44° 33' 38" East 28.41 feet to the Southeast corner of said tract and being on the South line of said Tract 45 and marked by a 5/8" iron pin with Tru-Line Surveying plastic cap; thence along said South line South 89° 18' 20" East 135.00 feet to a 5/8" iron pin with Tru-Line Surveying plastic cap; thence North 00° 11' 00" East 154.00 feet to a 5/8" iron pin with Tru-Line Surveying plastic cap; thence North 89° 18' 20" West 155.00 feet to the point of beginning, with bearings based on Altamont Drive as being North 00° 11' 00" East.

APN: R-3909-015D0-01601-000

More commonly known as 5735 Altamont Drive, Klamath Falls, Oregon 97603

DEED OF TRUST RIDER

DUE ON SALE PROVISION

If Trustor sells, assigns, pledges, mortgages, leases, encumbers, or otherwise transfers or conveys (whether voluntarily or by operation of law) all or any part of its interest in all or any part of the Property, then Grantor shall be in default under this Deed of Trust and Beneficiary shall have the right, in addition to any and all other rights and remedies that may be available to Beneficiary, at Beneficiary's option, to declare the unpaid principal balance of the Note and all accrued interest thereon, together with any and all sums advanced hereunder, immediately due and payable in full without notice.

ASSIGNMENT OF RENTS PROVISION

As additional security hereunder, Trustor hereby assigns to Beneficiary any and all rents of the property.

Beneficiary shall be entitled to a receiver for the Property after acceleration and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Trustor or of the then owner of the property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice—notice being hereby expressly waived.

Upon acceleration or abandonment of the property, Beneficiary, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property including those past due. All rents collected by Beneficiary or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Deed of trust. Beneficiary and the receiver shall be liable to account only for those rents actually received.