

288823 1M
After recording return to:
AmeriTitle
300 Klamath Avenue
Klamath Falls, Oregon 97601

2020-014482

Klamath County, Oregon

11/06/2020 01:49:01 PM

Fee: \$127.00

2020-015113

Klamath County, Oregon

11/19/2020 09:28:01 AM

Fee: \$127.00

* This is being re recorded at the request of
Amerititle to correct the dollar amount previously
recorded in 2020-014482

TRUST DEED

THIS TRUST DEED, made this 20 day of October, 2020, between CK & M
LAND LLC, an Oregon limited liability company, as Grantor, AmeriTitle Company, an
Oregon corporation, as Trustee, and G BAR W LAND AND CATTLE CO., an Oregon
Corporation, as Beneficiary.

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with
power of sale, the property in Klamath County, Oregon, described in Exhibit A attached
hereto and incorporated by reference herein.

Together with all and singular the tenements, hereditaments and appurtenances and all
other rights thereunto belonging or in any way now or hereafter appertaining, and the
rents, issues and profits thereof and all fixtures now or hereafter attached to or used in
connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of
Grantor herein contained and payment of the sum of Seven Hundred ~~Seventy-Four~~ ^{Sixty-Five Thousand}
and nine dollars ~~Thousand Dollars (\$774,000.00)~~, with interest thereon according to the terms of a
promissory note of even date herewith, payable to beneficiary or order and made by
grantor, the final payment of principal and interest hereof, if not sooner paid, to be due
and payable October 31, 2021. *(\$765,009.00)*

The date of maturity of the debt secured by this instrument is the date, stated
above, on which the final installment of said note becomes due and payable. In the event
the within described property, or any part thereof, or any interest therein is sold, agreed to
be sold, conveyed, assigned, alienated, or further encumbered by the grantor without first
having obtained the written consent or approval of the beneficiary, then, at the
beneficiary's option, all obligations secured by this instrument, irrespective of the

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maturity dates expressed therein, or herein, shall become immediately due and payable.

To protect the security of this trust deed, grantor agrees:

1. To protect, 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 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 \$ 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 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. 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.

5. To keep such 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 to grantor, either by direct payment or by providing beneficiary with funds with

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which to make such payment, beneficiary may, at its option, make payment thereof, 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 including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in 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 evidence of title and the beneficiary's or trustee's attorney's fees; the amount of the 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, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

8. To take all actions necessary and appropriate to preserve and maintain in force, at Grantor's expense, all water rights associated with the property, and shall annually provide Beneficiary with proof of all filings made and fees paid with respect to said water rights. Until the note secured by this trust deed has been paid in full, Grantor will not transfer or attempt to transfer any interest in said water rights.

It is mutually agreed that:

9. 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 it so elects, to require that 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's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's 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 its own expense, to take such actions and secure such

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instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

10. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this 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 deed or the lien or charge thereof; and/or
- (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.

11. Upon any default by grantor hereunder, 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 its 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.

12. 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.

13. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby

immediately due and payable. In such an event the beneficiary at his 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, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give the notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

14. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

15. 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 the purchaser its 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 grantor and beneficiary, may purchase at the sale.

16. When 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;

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- (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 grantor or to his successor in interest entitled to such surplus.

17. 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 in all title, powers, and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

18. 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 a trustee.

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

The grantor warrants that the proceeds of the loan represented by the above-described note and this trust deed are for business or commercial purposes.

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 deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

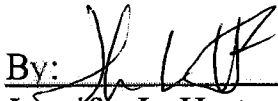
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5

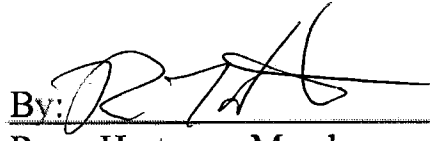
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TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE 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. AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7 CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, Grantor, by and through its members, has executed this instrument as of the day and year first above written.

CK & M LAND LLC

By: 
Jennifer L. Hartman, Member

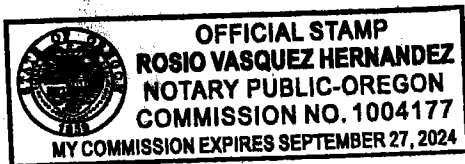
By: 
Ryan Hartman, Member

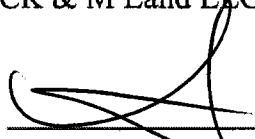
By: 
Doug Carpenter, Member

By: 
Kelli Carpenter, Member

STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before me on October 29, 2020 by
JENNIFER L. HARTMAN on behalf of CK & M Land LLC.

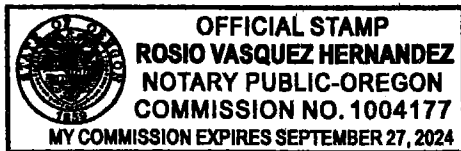




Notary Public for Oregon
My Commission Expires Sept 27, 2024

STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before on October 29, 2020 by
RYAN HARTMAN, on behalf of CK & M Land LLC.



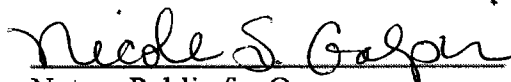


Notary Public for Oregon
My Commission Expires Sept 2024

STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before on October 26, 2020 by
DOUG CARPENTER, on behalf of CK & M Land LLC.

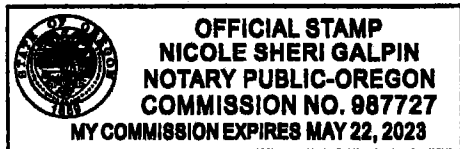




Notary Public for Oregon
My Commission Expires 5.22.2023

STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before on October 28, 2020 by
KELLI CARPENTER, on behalf of CK & M Land LLC.



Nicole S Galpin
Notary Public for Oregon
My Commission Expires 5-22-2023

EXHIBIT A

PARCEL I

Parcel 2, and Parcel 3 of Land Partition 25-96, situated in the SW 1/4 of Section 18, the W 1/2 of Section 19, Township 30 South, Range 11 East and the E 1/2 of Section 23, S 1/2 of Sections 13 and 14 and the W 1/2 and NE 1/4 of Section 24, Township 30 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING FROM said Parcel 3 of Land Partition 25-96 the NE 1/4 of the SW 1/4 of Section 19, Township 30 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, conveyed to R. Raymond Royse and Jessie P. Royse, Trustees under the Royse Loving Trust dated July 27, 1992, by Warranty Deed recorded June 30, 2000 in Volume MOO, page 24239, Microfilm Records of Klamath County, Oregon, TOGETHER WITH an easement for vehicular and public utility access as created by instrument recorded January 6, 1997 in Volume M97, page 239 and re-recorded January 23, 1997 in Volume M97, page 2057, Microfilm Records of Klamath County, Oregon.

PARCEL 2

Parcel 1 of Land Partition 63-07 being a replat of Parcel 2 of Land Partition 66-97 situated in the SW 1/4 of Section 18, Township 30 South, Range 11 East of the Willamette Meridian and the S 1/2 of Section 13, the N 1/2 of Section 24, the SE 1/4 of Section 14, the NE 1/4 of Section 2,3, Township 30 South, Range 10 East of the Willamette Meridian and duly recorded March 11, 2008 in 2008-003045, Deed Records of Klamath County, Oregon.

Tax Account No.	Key No.	Code No.
3011-00000-00401-000	883861	008
3010-00000-02303-000	894932	008
3011-00000-00600-000	107663	008
3010-00000-02301-000	882191	008

The NW 1/4 of Section 24, Township 30 South, Range 10, East of the Willamette Meridian, Klamath County, Oregon.

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