

2020-016251

Klamath County, Oregon

12/14/2020 11:20:02 AM

Fee: \$112.00

BENEFICIARY NAME AND ADDRESS:

Rascal Ranch, LLC, an Oregon limited liability company.

Attn: Jan Hester

3000F Danville Blvd #303

Alamo, CA 94507

AFTER RECORDING, RETURN TO:

AmeriTitle Account Servicing

300 Klamath Ave.

Klamath Falls, OR 97601

UNTIL REQUESTED OTHERWISE, SEND

ALL TAX STATEMENTS TO:

Jeremy Garner

P.O. Box 459

Fort Klamath, OR 97626

TRUST DEED

Assignment Restricted

THIS TRUST DEED is made this 3rd day of December, 2020, between **JEREMY GARNER**, as Grantor, **AMERITITLE**, as Trustee, and **RASCAL RANCH, LLC, an Oregon limited liability company** as Beneficiary.

WITNESSETH: That for good and valuable consideration including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Grantor hereby irrevocably assigns, grants, bargains, sells, and conveys to Trustee, in trust, with the power of sale, and grants to Beneficiary a security interest in the following-described real property subject to the terms and conditions herein:

The E1/2 SW1/4; W1/2 W1/2 SE1/4; S1/2 N1/2 SE1/4 NW1/4; SW1/4 SW1/4 NE1/4; S1/2 SE1/4 NW1/4 of Section 26, Township 33 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon.

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 the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of Six Hundred Thousand Dollars (\$600,000.00), with interest thereon according to the terms of the promissory note of even date herewith, payable to Beneficiary or order and made by Grantor, the final payment of principal and interest, if not sooner paid, to be due and payable on 12-14-2027.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable. Should the Grantor either agree to or actually sell, convey, or assign all or any part of the property, or all or any part of Grantor's interest in it, without first obtaining the written consent or approval of Beneficiary, then, at Beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein or herein, shall become immediately due and payable. The execution by Grantor of an earnest money agreement does not constitute a sale, conveyance, or assignment.

TO PROTECT THE SECURITY OF THIS TRUST DEED, Grantor shall perform, observe and comply with or cause to be performed, observed and complied with in a complete and timely manner all provisions hereof and of the Promissory Note; and, agrees:

1. To protect, preserve, and maintain the property in good condition and repair, not to remove or demolish any building or improvement thereon, not to remove any merchantable timber thereon; and, not to commit or permit any waste of the property.
2. To complete or restore promptly and in good habitable condition 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 the property. If Beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as Beneficiary may require, and to pay for filing the 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 Beneficiary.
4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and other hazards, as the Beneficiary may from time to time require, in an amount not less than Full Insurable Value, written by one or more companies acceptable to the Beneficiary, with loss payable to the latter. All policies of insurance shall be delivered to the Beneficiary as soon as issued. If the Grantor shall fail for any reason to procure any such insurance and to deliver the policies to the Beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the 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 of notice of default hereunder or invalidate any act done pursuant to such notice.
5. To keep the property free from construction liens and to pay all taxes, assessments, and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments, and other charges becomes past due or delinquent, and properly 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 its 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. For such payments, with interest as aforesaid, the property hereinbefore described, as well as Grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described. All such payments shall be immediately due and payable without notice; and the nonpayment thereof shall, at the option of Beneficiary, render all sums secured by this Trust Deed immediately due and payable, and shall constitute a breach of this Trust Deed.

6. To pay all costs, fees, and expenses of this Trust Deed, including the cost of a title search, as well as the other costs and expenses of Trustee incurred in connection with or in enforcing this obligation, and Trustee and attorney 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 suite, action, or proceeding in which Beneficiary or Trustee may appear, including any suit for the foreclosure of this Trust Deed or any suit or action related to this instrument, including, but not limited to, its validity and/or enforceability; to pay all costs and expenses, including evidence of title and Beneficiary's or Trustee's attorney fees. The amount of attorney fees mentioned in this paragraph, 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 Beneficiary's or Trustee's attorney fees on such appeal.

IT IS MUTUALLY AGREED THAT:

8. In the event that any portion or all of the 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 fees necessarily paid or incurred by Grantor in such proceedings, shall be paid to Beneficiary and applied by it 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. Grantor agrees, at his 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, the Trustee may upon payment of its fees and presentation of this deed and the note for endorsement, 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 the 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; 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 entitle thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by Grantor hereunder, Beneficiary may, at any time without notice, 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 the property, or any part thereof; and, in its own name, may 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 fees, to any indebtedness secured hereby, and in such order as Beneficiary may determine.

11. The entering upon, taking possession, 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 of payment of any indebtedness secured hereby or in Grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, Beneficiary may declare all sums secured hereby immediately due and payable. In such event, Beneficiary may elect to proceed to foreclose this Trust Deed in equity as a mortgage or direct 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 Beneficiary may have. In the event Beneficiary elects to foreclose by advertisement and sale, Beneficiary or Trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby, whereupon Trustee shall fix 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 86.752 to 86.815.

13. After Trustee has commenced foreclosure by advertisement and sale, and at any time prior to five (5) days before the date Trustee conducts the sale, Grantor, or any other person so privileged by ORS 86.778, may cure the default(s). If the default consists of a failure to pay, when due, sums secured by this 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 tending the performance required under the obligation or this Trust Deed. In any case, in addition to curing the default(s), the person effecting the cure shall pay to Beneficiary all costs and expenses actually incurred in enforcing the obligation of this Trust Deed, together with Trustee and attorney fees not exceeding the amounts provided by law.

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 the sale may be postponed as provided by law. Trustee may sell the 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 Trustee, but including Grantor and Beneficiary, may purchase at the sale.

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

16. Beneficiary may, from time to time, appoint a successor 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 named herein 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 successor trustee.

17. Trustee accepts this trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of a 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.

18. Grantor covenants to and agrees with Beneficiary and Beneficiary's successors in interest that Grantor is lawfully seized in fee simple of the property and has a valid, unencumbered title thereto, except as may be set forth in any addendum or exhibit attached thereto, and that Grantor will warrant and forever defend the same against all persons whomsoever.

19. **WARNING: Unless Grantor provides Beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, 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 collateral becomes damaged, the coverage purchased by Beneficiary may not pay any claim made by or against Grantor. Grantor may later cancel the coverage by providing evidence that Grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by Beneficiary, which cost may be added to Grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The**

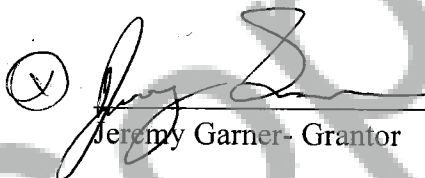
effective date of coverage may be the date Grantor's prior coverage lapsed or the date Grantor failed to provide proof of coverage. The coverage Beneficiary purchases may be considerably more expensive than insurance Grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

19. The Grantor warrants that the proceeds of the loan represented by the above described note and this Trust Deed are primarily for Grantor's personal, family or household purposes.

20. This Trust 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 pledge of the agreement secured hereby, whether or not named as "beneficiary" herein.

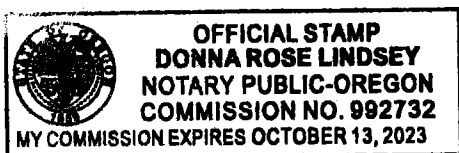
21. In construing this Trust Deed, it is understood that Grantor, Trustee, and/or Beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed, and implied to make the provisions hereof apply equally to corporations and to individuals.

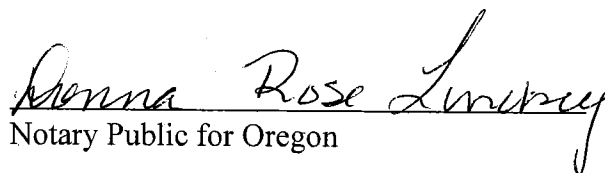
IN WITNESS WHEREOF, Grantor has executed this instrument the day and year first written above.


Jeremy Garner- Grantor

STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before me on December 10th, 2020, by Jeremy Garner.




Notary Public for Oregon

REQUEST FOR FULL RECONVEYANCE (to be used when obligations have been paid).

TO: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing Trust Deed. All sums secured by the Trust Deed have been fully paid and satisfied. You are hereby directed, on payment to you of any sums owing to you under the terms of the Trust Deed or pursuant to statute, to cancel all evidences of indebtedness secured by the Trust Deed (which are delivered to you herewith together with the Trust Deed) and to reconvey, without warranty, to the parties designated by the terms of the Trust Deed, the estate now held by you under the same. Mail the reconveyance and documents to

Dated _____

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both should be delivered to the Trustee for cancellation before reconveyance is made.