

2021-018112

Klamath County, Oregon

12/06/2021 03:13:01 PM

Fee: \$152.00

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Center Street Lending VIII SPE, LLC
18301 Von Karman Ave, Suite 330,
Irvine, CA 92612
Loan Number: 66411

First American Title 3853257-SA

SPACE ABOVE THIS LINE

FOR RECORDER'S USE

APN: R-3809-029CA-02600-000 Title Order #: 7161-3853257 Escrow #: 7161-3853257

**DEED OF TRUST, SECURITY AGREEMENT AND
FIXTURE FILING (WITH ASSIGNMENT OF RENTS AND LEASES)**

(Commercial Purposes)

This Deed of Trust, Security Agreement and Fixture Filing (with Assignment of Rents and Leases) ("Deed of Trust" or "Deed") is made 12/02/2021, between MDJOR Real Estate, LLC, an Oregon Limited Liability Company, herein called **Trustor**, whose address is 726 Loma Linda Dr, Klamath Falls, OR 97601 and Center Street Lending VIII SPE, LLC, herein called **Beneficiary**, whose address is 18301 Von Karman Ave, Suite 330, Irvine, CA 92612 and First American Title, herein called **Trustee**,

WITNESSETH: THAT TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, TOGETHER WITH RIGHT OF ENTRY AND POSSESSION, the following property (the "**Trust Estate**");

(a) all that certain real property now or hereafter acquired, in Klamath Falls, Klamath, OR (the "**Land**"), more particularly described as follows:

COMPLETE LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF
AS PER ATTACHED EXHIBIT A

APN: R-3809-029CA-02600-000
Street Address: 514 St Francis St Klamath Falls, OR 97601

(a) all buildings, structures and other improvements now or in the future located or to be constructed on the Land (the "**Improvements**");

(b) all tenements, hereditaments, appurtenances, privileges, franchises and other rights and interests now or in the future benefitting or otherwise relating to the Land or the Improvements, including easements, rights-of-way, development rights, mineral rights, water and water rights, pumps and pumping plants and all shares of stock evidencing the same (the "**Appurtenances**," and together with the Land and the Improvements, the "**Real Property**");

(c) subject to the assignment to Beneficiary set forth herein, all rents, issues, income, revenues, royalties and profits now or in the future payable with respect to or otherwise derived from the Trust Estate or the ownership, use, management, operation, leasing or occupancy of the Trust Estate, including those past due and unpaid (the "**Rents**");

(d) all present and future right, title and interest of Trustor in and to all inventory, equipment, fixtures and other goods (as those terms are defined in Division 9 of the Oregon Uniform Commercial Code (the "**UCC**"), and whether existing now or in the future) now or in the future located at, upon or about, or affixed or attached to or installed in, the Real Property, or used or to be used in connection with or otherwise relating to the Real Property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy of the Real Property, including furniture, furnishings, machinery, appliances, building materials and supplies, generators, boilers, furnaces, water tanks, heating, ventilating and air conditioning equipment and all other types of tangible personal property of any kind or nature, and all accessories, additions, attachments, parts, proceeds, products, repairs, replacements and substitutions of or to any of such property (the "**Goods**," and together with the Real Property, the "**Property**"); and

(e) all present and future right, title and interest of Trustor in and to all accounts, general intangibles, chattel paper, deposit accounts, money, instruments and documents (as those terms are defined in the UCC) and all other agreements, obligations, rights and written materials (in each case whether existing now or in the future) relating to or otherwise arising in connection with or derived from the Property or any other part of the Trust Estate or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing, occupancy, sale or financing of the Property or any other part of the Trust Estate, including (to the extent applicable to the Property or any other portion of the Trust Estate) (i) permits, approvals and other governmental authorizations, (ii) improvement plans and specifications and architectural drawings, (iii) agreements with contractors, subcontractors, suppliers, project managers, supervisors, designers, architects, engineers, sales agents, leasing agents, consultants and property managers, (iv) takeout, refinancing and permanent loan commitments, (v) warranties, guaranties, indemnities and insurance policies (whether or not required to be carried by Trustor pursuant to the terms hereof), together with insurance payments and unearned insurance premiums, (vi) claims, demands, awards, settlements and other payments arising or resulting from or otherwise relating to any insurance (whether or not Beneficiary is named as a loss payee of such insurance) or any loss or destruction of, injury or damage to, trespass on or taking, condemnation (or conveyance in lieu of condemnation) or public use of any of the Property, (vii) license agreements, service and maintenance agreements, purchase and sale agreements and purchase options, together with advance payments, security deposits and other amounts paid to or deposited with Trustor under any such agreements, (viii) reserves, deposits, bonds, deferred payments, refunds, rebates, discounts, cost savings, escrow proceeds, sale proceeds and other rights to the payment of money, trade names, trademarks, goodwill and all other types of intangible personal property of any kind or nature, and (ix) all supplements, modifications, amendments, renewals, extensions, proceeds, replacements and substitutions of or to any of such property (the "**Intangibles**").

(f) Trustor further grants to Trustee and Beneficiary, pursuant to the UCC, a security interest in all present and future right, title and interest of Trustor in and to all Goods and Intangibles and all of the Trust Estates described above in which a security interest may be created under the UCC (collectively, the "**Personal Property**"). This Deed of Trust constitutes a security agreement under the UCC, conveying a security interest in the Personal Property to Trustee and Beneficiary. Trustee and Beneficiary shall have, in addition to all rights and remedies provided herein, all the rights and remedies of a "**secured party**" under the UCC and other applicable Oregon law. Trustor covenants and agrees that this Deed of Trust constitutes a fixture filing under ORS 79.0313 – 79.0508 of the UCC.

For the purpose of securing in such order of priority as Beneficiary may elect, (1) payment of an indebtedness in the sum of \$186,290.00 evidenced by that certain Promissory Note ("**Note**") of even date herewith executed by Trustor to the order of Beneficiary and any and all modifications, extensions or renewals thereof, whether hereafter evidenced by said Note or otherwise; (2) payment of interest on said indebtedness according to the terms of said Note; (3) payment of all other sums, with interest as herein provided, becoming due or payable under the provisions hereof to Trustee or Beneficiary; (4) due, prompt and complete observance, performance and discharge of each and every condition, obligation, covenant and agreement contained herein, or in said Note, or in any loan agreement relative to any indebtedness evidenced by said Note or in any document (the Guaranty signed by Jefferson McKay Harmon on 12/02/2021 guaranteeing repayment of said Note and any and all related indebtedness shall not be secured by this Deed of Trust) or instrument evidencing, securing or pertaining to the indebtedness evidenced by

said Note ("Loan Documents") and all indebtedness, modifications, renewals or extensions of any of the foregoing; (5) payment of such additional sums with interest thereon as may be hereafter borrowed from Beneficiary, its successors or assigns by Borrower or the then record owner or owners of the Trust Estate when evidenced by another promissory note or notes, which are by the terms thereof secured by this Deed of Trust; and (6) payment of such additional sums, with interest thereon and any and all modifications, extensions or renewals thereof as may be previously or hereafter borrowed from any entity now or hereafter owned, controlled or managed by Center Street Lending Corporation or Center Street Lending Management, LLC, including, but not limited to: i) Center Street Lending Fund I, LLC, ii) Center Street Lending Fund IV, LLC, iii) Center Street Lending V, LLC, iv) Center Street Lending Fund IV SPE, LLC, v) Center Street Lending MP IV, LLC, vi) Center Street Lending MP III SPE, LLC, vii) Center Street Lending Fund X, LLC, viii) Center Street Lending Fund VIII SPE, LLC, and ix) Center Street Loans, Inc. (individually and together with any other entity under common control of Beneficiary "Affiliate Lender" and collectively "Affiliate Lenders"), by Trustor or the then record owner or owners of the Trust Estate when evidenced by another promissory note or notes, which are by the terms thereof secured by this Deed of Trust signed by Trustor on or around 12/02/2021. **ALL THIRD PARTIES SHALL BE ADVISED THAT THE NOTE AMOUNT IDENTIFIED IN (I) ABOVE MAY SUBSTANTIALLY INCREASE DUE TO ADDITIONAL ADVANCES, DEFAULT INTEREST, FEES & CHARGES, CROSS-COLLATERALIZATION & CROSS-DEFAULT WITH OTHER LOANS WITH BENEFICIARY, ITS AFFILIATES OR WITH ANY PERSON WHO SUBSEQUENTLY HOLDS MORE THAN ONE PROMISSORY NOTE BY TRUSTOR WITHOUT FURTHER RECORDING OR NOTICE TO ANY THIRD PARTIES.**

Trustor shall pay before delinquent all taxes and assessments affecting the subject real property or any part thereof, which appear to be prior or superior hereto all cost, fees and expenses of this trust and all lawful charges, costs and expenses of any reinstatement of this Deed following default.

A default under any other Deed securing the above-referenced Note shall constitute a default under this Deed as well.

A default under any other Note by Trustor to Beneficiary shall constitute a default under this Deed, as well as any other Deeds by Trustor to Beneficiary.

Each of the following shall be considered an event of default of this Deed:

- a. The failure of Trustor to pay any installment of interest and/or principal under the Note or any other amount due under any Loan Document when due and payable whether on maturity, the date stipulated in any Loan Document, by acceleration, or otherwise, without any requirements of notice from the Note Holder of such failure to pay under the Note;
- a. (i) Any Borrower or Guarantor, or any individual who is a principal of Borrower or any Guarantor, or any family member of any such person, occupying the Property as their primary, secondary, or other residence or (ii) the use of any portion of the proceeds of the loan for purposes other than business or commercial purposes;
- b. The failure of Trustor to make any payment due under any notes of Beneficiary, Affiliate Lenders, or any person who subsequently holds more than one promissory note made by Trustor;
- c. The failure of Trustor to comply with or to perform any other term, obligation, covenant or condition in this Deed or in any of the Loan Documents or to comply with or to perform any term, obligation or covenant or condition contained in any other agreement between Trustee and Trustor;
- d. The sale or attempted sale of the property by Trustor without the consent of Beneficiary;
- e. The removal or attempted removal by Trustor of any Real Property and/or Personal Property included in the Trust Estate without the consent of Beneficiary;
- f. Abandonment of the subject Real Property by Trustor;
- g. The filing, execution or occurrence of i) a petition in bankruptcy by or against Trustor, ii) a petition or answer seeking a reorganization, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act, iii) adjunction of

Trustor as a bankrupt or insolvent, or insolvency in the bankruptcy equity sense, iv) an assignment by Trustor for the benefit of creditors, whether by trust, mortgage or otherwise, v) a petition or other proceeding by or against Trustor for the appointment of a trustee, receiver, guardian, conservator or liquidator of Trustor with respect to all or substantially all of its property, vi) Trustor's dissolution or liquidation, or the taking of possession of Trustor's property by any governmental authority in connection with dissolution or liquidation.

- h. A determination by Beneficiary that the security of the Deed is inadequate or in danger of being impaired or threatened from any cause whatsoever.
- i. The occurrence of any event of default under (i) this Deed (ii) the Hazardous Substances Certificate and Indemnity Agreement executed by Trustor for the benefit of Trustee or (iii) any other documents, certifications or agreements Trustor has entered into in connection with the Note or the Loan Documents.
- j. Failure to obtain from appropriate authorities all inspections, licenses and certificates required to be made or issued with respect to all occupied portions of the Property and, with respect to the use and occupancy of the same, including but not limited to certificates of occupancy and fire underwriting certificates;
- k. If the Property constitutes a legal nonconforming use, the inability of the nonconforming use to be rebuilt to current density and used and occupied for such nonconforming purposes if damaged or destroyed.
- l. Placement of a lien on the Trust Estate or any default of any liens in place on the date of this document.

If there are deeds of trust or mortgages upon the property or other encumbrances which are prior in time or prior in right to this Deed, then Trustor promises for the benefit of Beneficiary to comply with the terms of those prior deeds of trust, mortgages or encumbrances. If Trustor fails to comply with such terms and defaults on those prior deeds of trust, mortgages or obligations, such default shall also be considered a default of this Deed, and Trustee or Beneficiary herein may advance the moneys necessary to remedy such defaults and shall apply the same, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine in its sole and absolute discretion. Beneficiary may also proceed on the prior in time or prior in right encumbrance default by exercising the same remedies it has on this Deed.

A. To protect the security of this Deed of Trust, Trustor agrees:

- (1) To pay, perform, observe and discharge each and every condition, obligation, covenant and agreement for which this Deed of Trust has been given as security as provided above.
- (2) To keep said property in good condition and repair, not to remove or demolish any building thereon; to comply in all material respects with all applicable governmental regulations, zoning and building law; 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 violation of law; to cultivate, irrigate, fertilize, fumigate, prune 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.
- (3) Trustor agrees to provide, maintain and deliver to Beneficiary at Trustor's expense, fire and extended coverage insurance in an amount of not less than the full replacement value of any building which may exist on the subject property, with loss payable to Beneficiary. Trustor shall provide fire insurance protection on Trustor's furniture, fixtures and personal property on the subject real property in an amount equal to the full replacement value thereof, and promises that any insurance coverage in this regard will contain a waiver of the insurers' right of subrogation against Beneficiary. In addition, Trustor shall, at Trustor's expense, maintain in full force policies of liability insurance and, if applicable, flood insurance, with Beneficiary as an additional insured thereunder on a primary non-contributing basis, insuring Trustor against all claims resulting from

the injury to or the death of any person or the damage to or the destruction of any property belonging to any person by reason of Beneficiary's interest hereunder or the use and occupancy of the subject real property by Trustor. Such insurance shall be in the following amounts: (1) One Hundred Eighty-Six Thousand Two Hundred Ninety Dollars and Zero Cents \$ 186,290.00 combined single limit liability insurance covering property damage and bodily injury; (2) flood insurance equal to the replacement cost of the subject real property, or up to One Hundred Eighty-Six Thousand Two Hundred Ninety Dollars and Zero Cents \$186,290.00, whichever is less, is required if the collateral is located in a flood zone.

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 the 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 default hereunder or invalidate any act done pursuant to such notice.

Trustor shall not do or omit to do any act which will in any way impair or invalidate any insurance policy required by this Deed of Trust. All insurance policies shall contain a written obligation of the insurer to notify Beneficiary in writing at least ten (10) days prior to any cancellation thereof.

- (4) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee; and to pay all costs and expenses, 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, and in any suit brought by Beneficiary to record, defend or collect any and all amounts due under this Deed and to foreclose this Deed.
- (5) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; to immediately pay and remove all encumbrances, charges and liens, with interest, on said property or any part thereof, which may encumber any of the Trust Estate; and to pay all costs, fees and expenses of this Trust.

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 be deemed 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 powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which encumbers any of the Trust Estate; and, in exercising any such powers, pay necessary expenses, employ counsel and pay their reasonable fees.

- (6) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the default amount in the Note or as allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
- (7) Trustor shall hold Trustee and Beneficiary harmless from, and indemnify them for, any and all claims raised by any third party against Trustee or Beneficiary resulting from their interests hereunder or the acts of Trustor. Such indemnification shall include reasonable attorney's fees and costs, including cost of evidence of title.
- (8) Trustor shall take reasonable care of the property and any structures thereon. Trustor shall keep all material licenses, permits and applicable governmental authorizations necessary for its operation of the Property in full force and effect. Trustor shall commit, permit no waste, and do no act which will unduly impair or depreciate the value of the property. If Trustor fails to take reasonable care as required, then Beneficiary or Trustee, at their option, may make necessary repairs and apply the same, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine in its sole and absolute discretion. Trustor shall not abandon any water rights, power rights or any rights of whatever nature which are appurtenant to the property.

- (9) As used in this Section 9: (a) "**Hazardous Substances**" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "**Environmental Law**" means federal laws and laws of jurisdiction where the property is located that relate to health, safety or environmental protection; (c) "**Environmental Cleanup**" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "**Environmental Condition**" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Trustor, shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release and Hazardous Substances, on or in the property. Trustor shall not do, nor allow anyone else to do, anything affecting the property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use or release of a Hazardous Substance, creates a condition that adversely affects the value of the property. The preceding two sentences shall not apply to the presence, use, storage on the property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the property. Trustor shall promptly give Beneficiary and Trustee written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any Hazardous Substance or Environmental Law of which Trustor has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of a Hazardous Substance which adversely affects the value of the property. If Trustor learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the property is necessary, Trustor shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Beneficiary or Trustee for an Environmental Cleanup.

- (10) At all convenient and reasonable times, upon prior notice to Trustor, Beneficiary or Trustee shall have the right and license to go on and into the property to inspect it in order to determine whether the provisions of this Deed are being kept and performed.

B. It is mutually agreed:

- (1) That any award in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (3) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention or other disposition as Trustee may choose and upon payment of its fees, Trustee shall reconvey, without warranty, 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**". Five years after issuance of such full reconveyance, Trustee may destroy said Note and this Deed (unless directed in such request to retain them).

- (5) That Trustor absolutely and unconditionally hereby assigns, transfers, conveys and sets over to Beneficiary all the Rents; provided, however, prior to any default by Trustor in the payment, observance, performance and discharge of any condition, obligation, covenant or agreement of Trustor contained herein, Trustor shall have the right as the agent and fiduciary representative of Beneficiary for collection and distribution purposes only, to collect and receive the Rents as they become due and payable to be applied by Trustor to the payment of the principal and interest and all other sums due or payable on said Note and to the payment of all other sums payable under this Deed of Trust and, thereafter, so long as no default as aforesaid has occurred, the balance shall be distributed to the account of Trustor. Upon any such default or any other event of default under the Note or this Deed of Trust, 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 the Property or any part thereof, in its own name or in the name of Trustor, sue for or otherwise collect the Rents, including those past due and unpaid and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees and expenses, to the payment of the principal and interest and all other sums due or payable on said Note and to the payment of all other sums payable under this Deed of Trust and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of the Rents and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. All leases and rental agreements now or hereafter affecting the Real Property, including all oil and gas leases and other subsurface leases and the royalties derived therefrom, are hereby assigned and transferred to Beneficiary by the Trustor, and Trustor hereby agrees and covenants that none of said leases or rental agreements will be modified or terminated without the consent in writing of Beneficiary. Trustor shall provide to Beneficiary an unconditional subordination agreement, in form acceptable to Beneficiary, executed by each tenant under a lease or rental agreement, if any, approved by Beneficiary, for a portion of said Real Property executed after the date hereof.

Trustor agrees that it will not (a) execute any further assignment of any of its right, title and interest in the Rents without the prior written consent of Beneficiary; (b) accept prepayments of any installments of Rents to become due under any leases or rental agreements in excess of one (1) month except prepayments in the nature of security which security will not exceed an amount equal to one (1) month's rent under the lease or rental agreement; (c) Trustor will not enter into, extend or modify any lease or rental agreement without the prior written consent of the Beneficiary, which Beneficiary may withhold in its sole and absolute discretion, or (d) accept a surrender of any lease or rental agreement.

- (6) That upon default by Trustor in 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 declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or a portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

Beneficiary may proceed under the UCC as to all or any part of the Personal Property, and in conjunction therewith may exercise all of the rights, remedies and powers of a secured creditor

under the Uniform Commercial Code. When all time periods then legally mandated have expired, and after such notice of sale as may then be legally required has been given, Trustee may sell the Personal Property at a public sale to be held at the time and place specified in the notice of sale. It shall be deemed commercially reasonable for the Trustee to dispose of the Personal Property without giving any warranties as to the Personal Property and specifically disclaiming all disposition warranties. Alternatively, Beneficiary may choose to dispose of some or all of the Trust Estate, in any combination consisting of both Personal Property and Real Property, in one sale to be held in accordance with the law and procedures applicable to real property, as permitted by the UCC. Trustor agrees that such a sale of Personal Property together with Real Property constitutes a commercially reasonable sale of the Personal Property. After deducting all costs, fees and expenses of trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply to proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

- (7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the County or Counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.
- (8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees of the Note secured hereby whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- (9) That 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 Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
- (10) If all, or any part, of the subject property, or any interest therein, is sold, conveyed, alienated, transferred or encumbered (or if a beneficial interest in Trustor is sold, transferred or encumbered and Trustor is not a natural person), whether voluntary or involuntarily, without Beneficiary's prior written consent, which Beneficiary may withhold in its sole and absolute discretion, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable. If Beneficiary exercises this option, Beneficiary shall give Trustor notice of acceleration. The notice shall provide a period of not less than 10 days from the date the notice is delivered or mailed within which borrower must pay all sums secured by this Deed of Trust. If Trustor fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.
- (11) With respect to procedural matters related to the perfection and enforcement of Beneficiary's rights against the Property, this Deed of Trust shall be governed by the laws of the state in which the Property is located. In all other respects, this Deed of Trust will be governed the laws of the State of California without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Deed of Trust is valid or enforceable, the provision that is questioned will be governed by whichever law would find the provisions to be valid and enforceable. The loan transaction that is evidenced by the Note and this Deed of Trust has been applied for, considered approved and made, and all necessary loan documents have been accepted by Beneficiary in the State of California. Trustor agrees that if there is a lawsuit, upon the request of Beneficiary, Trustor shall submit to the jurisdiction of the state courts located in the County of Orange, State of California, or the applicable federal district court that covers said county, and the lawsuit shall be tried and litigated therein. Trustor

waives any right Trustor may have to assert the doctrine of forum non conveniens or to object to such venue.

Beneficiary requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Lender's address, as set forth on page one of this Deed of Trust, as provided by ORS 746.201.

Separate signatures are permissible, and all signatures hereto may be provided by the parties hereto in separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER OREGON LAW.

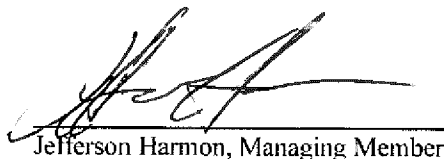
**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.
SIGNATURES ARE ON THE FOLLOWING PAGE]**

The undersigned Trustor requests that copies of any Notice of Default and Notice of Sale be mailed to him at his address hereinbefore set forth.

Dated: 12/02/2021

BORROWER:

MDJOR Real Estate, LLC, an Oregon Limited
Liability Company



Jefferson Harmon, Managing Member

Date: 12-03-2021

ACKNOWLEDGMENT

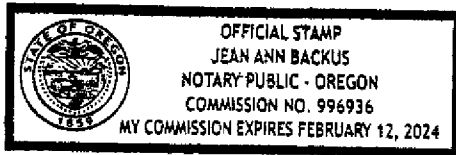
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Oregon)
COUNTY OF Klamath) ss.

On December 03, 2021, before me, Jean Ann Backus, Notary Public, personally appeared, Jefferson Harmon, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Jean Ann Backus
Notary Public - State of Oregon
In and For Said County and State

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Schedule A

Lots 1 and 2 of West Park to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.