

2022-007463

Klamath County, Oregon



00301785202200074630140148

06/15/2022 02:31:11 PM

Fee: \$147.00

When recorded, return to:

Dunn Carney LLP
Attn: David Boyer
851 SW 6th Ave #1500
Portland, OR 97204

Until a Change is Requested Please

Forward All Tax Statements To:

Inala Lending Inc.
P.O. Box 37105
North Vancouver BC V7M 4M4 Canada

British Columbia Incorporation Number: BC1311333

DEED OF TRUST

This Deed of Trust is entered into as of this 27th day of May, 2022, by Creekside Developments, LLC ("Borrower"), whose mailing address for notice hereunder is at 1920 Dresden Drive #190981, Brookhaven GA 30319, to David C. Boyer, Esq., Trustee, whose address is 851 SW 6th Ave #1500, Portland, OR, 97204, for the benefit of Inala Lending Inc. ("Lender"), whose mailing address for notice hereunder is at P.O. Box 37105, North Vancouver BC V7M 4M4 Canada. Unless otherwise provided herein, capitalized terms shall have the meanings provided in the definitions section below.

To secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, and for TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) and other good and valuable considerations, the receipt and sufficiency of which are acknowledged and confessed by Borrower, Borrower has GRANTED, BARGAINED, SOLD, TRANSFERRED, ASSIGNED, CONVEYED, and DELIVERED, and by these presents does GRANT, BARGAIN, SELL, TRANSFER, ASSIGN, CONVEY, and DELIVER unto Trustee, in trust, the Mortgaged Property, together with the rights, privileges and appurtenances thereto belonging unto the Trustee and Trustee's successors or substitutes, subject to the Permitted Exceptions.

Together with the Land, Improvements, Minerals, and Rents.

TO HAVE AND TO HOLD the Mortgaged Property unto Trustee, forever, and Borrower does hereby bind itself, its successors, and assigns, to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Trustee against every person whomsoever lawfully claiming or to claim the same or any part thereof.

NOTICE TO RECORDER: THIS DOCUMENT CONTAINS A FIXTURE FILING AND SHOULD BE FILED AND INDEXED IN THE REAL ESTATE RECORDS NOT ONLY AS A DEED OF TRUST, BUT ALSO AS A FIXTURE FILING

DEFINITIONS

Assessments: All real estate ad valorem taxes, personal property taxes, franchise or gross margin taxes, charges, assessments, special assessments, standby fees, excises, utility costs, easement or right-of-way costs, and levies and any interest, costs, or penalties, assessed against directly against Borrower or the Mortgaged Property.

Borrower: Creekside Developments, LLC, a Georgia limited liability company, and its successors, assigns, heirs and legal representatives thereof, and any and all subsequent owners of the Mortgaged Property or any part thereof.

Deed of Trust: This Deed of Trust.

Disposition: Any sale, lease, exchange, assignment, conveyance, transfer, trade, or other disposition of all or any interest in the Mortgaged Property (or any interest therein), including any nonjudicial or judicial foreclosure action involving the Mortgaged Property or any deed in lieu of foreclosure, except as may be expressly permitted under this Deed of Trust.

Event of Default: Any happening or occurrence described in Article IV hereof.

Fixtures: All existing and hereafter acquired materials, supplies, and equipment, attached to, installed in, or used in connection with any of the Improvements or the Land, together with all accessions, appurtenances, replacements, betterments, and substitutions thereof.

Improvements: Any and all buildings, covered garages, parking areas, heating, ventilating and air conditioning systems and unit (including, without limitation, all related coils, condensers, and accessions) towers, structures and other improvements of any kind or nature, and any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed, or constructed upon or about the Land or any part thereof.

Indebtedness: All principal, interest, and other sums evidenced by the Note and the Loan Documents, as amended, including any future advances.

Land: The real property situated in the County of Klamath, State of Oregon, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, together with all right, title, interest, and privileges of Borrower in and to: (i) all existing and proposed streets, ways, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, and vehicle parking rights used in connection with, abutting, adjacent to, or pertaining to such real property or the improvements thereon; (ii) any strips or gores of real property between such real property and abutting or adjacent properties; (iii) all waters and water rights (including, without limitation subsurface water rights), timber and crops pertaining to such real estate; (iv) all rights to the air above the level of the ground, and (v) all appurtenances and all reversions and remainders in or to such real property.

Lender: Inala Lending Inc., and the subsequent holder or holders, from time to time, of the Note.

Loan Documents: The Note and this Deed of Trust.

Minerals: All substances in, on, under, or above the Land which are now, or may become in the future, intrinsically valuable (that is, valuable in themselves) and which now or may be in the future enjoyed through extraction or removal from the property, including without limitation, oil, gas, and all other hydrocarbons, coal, lignite, carbon dioxide and all other non-hydrocarbon gases, uranium and all other radioactive substances, and gold, silver, copper, iron and all other metallic substances or ores.

Mortgaged Property: All present and after acquired interests of Borrower in and to the Land, Fixtures, Improvements, Minerals, and Rents.

Note: That certain Promissory Note of even date herewith, incorporated herein by this reference, executed by Borrower and payable to the order of Lender in the principal amount of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00).

Obligations: Any and all covenants, conditions, warranties, representations, and other obligations of Borrower and any personal guarantor, other than to repay the Indebtedness.

Permitted Exceptions: All encumbrances of record or that would be shown upon a survey of the Land.

Rents: All of the rents, royalties, income, receipts, issues, bonus monies, revenues, proceeds, profits, security and other types of deposits (after Borrower acquires title thereto), and other benefits paid or payable for using, leasing, licensing, possessing, operating from, residing in, selling, or otherwise enjoying all or any portion of the Mortgaged Property, together with any sums of money that may now or at any time hereafter become due and payable to Borrower by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and future oil, gas and mineral leases.

Trustee: The individual or legal entity described as Trustee in the initial paragraph of this Deed of Trust.

ARTICLE I - WARRANTIES AND REPRESENTATIONS

Borrower unconditionally warrants and represents to Lender, as of the date hereof and at all times during the term of this Deed of Trust, as follows:

1.01 Power. The undersigned representative of Borrower is an adult person and having the authority to execute this Deed of Trust on behalf of Borrower.

1.02 Validity of Loan Documents. The execution, delivery, and performance by Borrower of and under the Loan Documents is within Borrower's powers and has been duly authorized by Borrower's president.

1.03 Title and Lien. Borrower has good and indefeasible title to the Land subject to the Permitted Exceptions.

1.04 Business Purposes. The loan evidenced by the Note is solely for commercial purposes associated with Borrower's business practices. No part of the loan evidenced by the Note is for personal, family, household, or agricultural purposes.

ARTICLE II - COVENANTS

Borrower unconditionally covenants and agrees with Lender, until the entire Indebtedness shall have been paid in full and all of the Obligations shall have been fully performed and discharged as follows:

2.01 Payment and Performance. Borrower will pay the Indebtedness as and when specified in the Loan Documents, and will perform and discharge all of the Obligations, in full and on or before the dates same are to be performed.

2.02 Payment of Assessments. Borrower will timely pay and discharge, or cause to be timely paid and discharged, the Assessments.

2.03 Repair. Borrower will keep the Mortgaged Property in first-class order and condition.

2.04 Inspection. Borrower will permit Trustee and Lender, and their respective agents, representatives, and employees, to inspect the Mortgaged Property at all reasonable times, with reasonable notice to Borrower.

2.05 Payment for Labor and Materials. Borrower will promptly pay all bills for labor, materials, and specifically fabricated materials incurred in connection with the Mortgaged Property and never permit to exist in respect of the Mortgaged Property or any part thereof any lien or security interest, even though inferior to the liens and security interests hereof, for any such bill, and in any event never permit to be created or exist in respect of the Mortgaged Property or any part thereof any other or additional lien or security interest on a parity with, superior, or inferior to any of the liens or security interests hereof, except for the Permitted Exceptions.

2.06 Further Assurances and Corrections. From time to time, at the request of Lender, Borrower will: (i) promptly correct any defect, error, or omission which may be discovered in the contents of this Deed of Trust or in any other Loan Document or in the execution or acknowledgment thereof; (ii) execute, acknowledge, deliver, record and/or file such further instruments (including, without limitation, further deeds of trust, security agreements, financing statements, continuation statements and assignments of rents) and perform such further acts and provide such further assurances as may be necessary, desirable, or proper, in Lender's opinion, to carry out more effectively the purposes of this Deed of Trust and the Loan Documents.

2.07 Negative Covenants. Borrower unconditionally covenants and agrees with Lender until the entire Indebtedness shall have been paid in full and all of the Obligations shall have been fully performed and discharged as follows:

(a) *Use Violations.* Borrower will not use, maintain, operate, or occupy, or allow the use, maintenance, operation, or occupancy of, the Mortgaged Property in any manner which: (i) violates any Legal Requirement, (ii) may be dangerous, unless safeguarded as required by law and/or appropriate insurance, (iii) constitutes a public or private nuisance, or (iv) makes void, voidable, or cancelable, or increases the premium of, any insurance then in force with respect thereto.

(b) *Waste.* Borrower will not commit or permit any waste or impairment of the Mortgaged Property and will not, except as otherwise provided herein, make or permit to be made any alterations or additions to the Mortgaged Property of a material nature.

ARTICLE III – INSURANCE *(intentionally deleted)*

ARTICLE IV - EVENTS OF DEFAULT

The term “Event of Default,” as used herein and in the Loan Documents, shall mean the occurrence or happening, at any time and from time to time, of any one or more of the following:

4.01 **Payment of Indebtedness.** Borrower shall fail, refuse, or neglect to pay, in full, any installment or portion of the Indebtedness as and when the same shall become due and payable.

4.02 **Performance of Obligations.** Borrower shall fail, refuse or neglect or cause the failure, refusal, or neglect to comply with, perform and discharge fully and timely as and when required any of the Obligations.

4.03 **Insolvency; Bankruptcy.** Borrower: (i) shall execute an assignment for the benefit of creditors or an admission in writing by Borrower of Borrower’s inability to pay, or Borrower’s failure to pay, debts generally as the debts become due; or (ii) shall allow the foreclosure or levy against the Mortgaged Property or any part thereof, of any execution, attachment, sequestration or other writ which is not vacated within sixty (60) days after the levy; or (iii) shall allow the appointment of a receiver, Trustee or custodian of Borrower or of the Mortgaged Property or any part thereof, which receiver, Trustee or custodian is not discharged within sixty (60) days after the appointment; or (iv) files as a debtor, or allows to be filed, a bankruptcy petition, case, or proceeding; or (v) files either a petition, complaint, answer or other instrument which seeks to effect a suspension of, or which has the effect of suspending any of the rights or powers of Lender or Trustee granted in the Note, herein or in any Loan Document; or (vi) seeks appointment of a receiver, Trustee, custodian or liquidator of Borrower or of the Mortgaged Property, or any part thereof, or of any significant portion of Borrower's other property; and (a) Borrower admits, acquiesces in or fails to contest diligently the material allegations thereof, or (b) the petition, case, proceeding or other action results in the entry of an order for relief or order granting the relief sought against Borrower, or (c) the petition, case, proceeding or other action is not permanently dismissed or discharged on or before the earlier of trial thereon or thirty (30) days next following the date of filing.

4.04 **Disposition.** Borrower makes or permits a Disposition, without the prior written consent of Lender.

4.05 Contest of Certain Claims. Notwithstanding anything to the contrary herein, Borrower shall not be in default for failure to pay or discharge any Assessment or mechanic's or materialman's lien asserted against the Mortgaged Property if, and so long as: (i) Borrower notifies Lender of the Assessment or lien within five (5) days of obtaining knowledge thereof; (ii) Borrower diligently and in good faith contests the Assessment or lien by appropriate legal proceedings, and (iii) Borrower furnishes to Lender a cash deposit, or an indemnity bond satisfactory to Lender with a surety satisfactory to Lender, in the amount of the Assessment or mechanic's or materialman's lien claim, plus a reasonable additional sum to pay all costs, interests and penalties that may be imposed or incurred in connection therewith.

ARTICLE V - REMEDIES

5.01 Lender's Remedies Upon Default. Upon the occurrence of an Event of Default or any event or circumstance which, with the lapse of time, or the giving of notice, or both, would constitute an Event of Default, Lender may, at Lender's option, and by or through Trustee, by Lender itself or otherwise, do any one or more of the following:

(a) *Right to Perform Borrower's Covenants.* If Borrower has failed to keep or perform any covenant whatsoever contained in this Deed of Trust or the other Loan Documents, Lender may, but shall not be obligated to any person to do so, perform or attempt to perform said covenant, and any payment made or expense incurred in the performance or attempted performance of any such covenant shall be and become a part of the Indebtedness.

(b) *Right of Entry.* Lender may, prior or subsequent to the institution of any foreclosure proceedings, enter upon the Mortgaged Property, or any part thereof, and take exclusive possession of the Mortgaged Property and of all books, records, and accounts relating thereto and to exercise without interference from Borrower any and all rights which Borrower has with respect to the management, possession, operation, protection, or preservation of the Mortgaged Property, including without limitation the right to rent the same for the account of Borrower and to apply such Rents as provided in Article VIII hereof.

(c) *Right to Accelerate.* Lender may, without notice, demand, presentment, notice of nonpayment or nonperformance, protest, notice of protest, notice of intent to accelerate, notice of acceleration, or any other notice or any other action, all of which are hereby waived by Borrower, declare the entire unpaid balance of the Indebtedness immediately due and payable.

(d) *Foreclosure.* With respect to all or any part of the Mortgaged Property, Lender may request Trustee to proceed with foreclosure by notice and sale, or by judicial foreclosure, in either case in accordance with law.

(e) *Lender's Right to Appointment of Receiver.* Lender, shall be entitled to the appointment of a receiver or receivers of the Mortgaged Property, or any part thereof, the Rents, and any and all property subject to Lender's Security Interest. Borrower irrevocably consents to the appointment of a receiver or receivers. Any receiver appointed pursuant to the provisions of this subsection shall have the maximum powers

and duties of receivers allowed by law, and to the extent permitted by law will serve without bond.

(f) *Rights Relating to Rents.* Borrower hereby assigns to Lender all of Borrower's right, title and interest in and to all current and future Rents.

(g) *Other Remedies.* Notwithstanding the preceding, Lender may exercise any and all remedies available at law or in equity.

5.02 Lender as Purchaser. Lender may be the purchaser of the Mortgaged Property or any part thereof, at any sale thereof, whether such sale be under the power of sale herein vested in Trustee, by judicial means, or otherwise, and Lender shall, upon any such purchase, acquire good title to the Mortgaged Property so purchased, free of the liens and security interests hereof, unless the sale was made subject to an unmatured portion of the Indebtedness.

5.03 Possession After Foreclosure. If the liens or security interests hereof shall be foreclosed by power of sale granted herein, by judicial action, or otherwise, the purchaser at any such sale shall receive, as an incident to purchaser's ownership, immediate possession of the property purchased, and if Borrower or Borrower's successors shall hold possession of said property or any part thereof subsequent to foreclosure, Borrower and Borrower's successors shall be considered as tenants at sufferance of the purchaser at foreclosure sale (without limitation of other rights or remedies, at a reasonable rental per day, due and payable daily, based upon the value of the portion of the Mortgaged Property so occupied and sold to such purchaser), and anyone occupying such portion of the Mortgaged Property, after demand is made for possession thereof, shall be guilty of forcible detainer and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages by reason thereof are hereby expressly waived.

5.04 Payment of Fees. If the Note or any other part of the Indebtedness shall be collected or if any of the Obligations shall be enforced by legal proceedings, whether through a probate or bankruptcy court or otherwise, or shall be placed in the hands of an attorney for collection after maturity, whether matured by the expiration of time or by an option given to Lender to mature same, or if Lender becomes a party to any suit where this Deed of Trust or the Mortgaged Property or any part thereof is involved, Borrower agrees to pay Lender's attorneys' fees and expenses incurred, and such fees shall be and become a part of the Indebtedness.

5.05 Miscellaneous.

(a) *Other Remedies.* In addition to the remedies set forth in this Article, upon the occurrence of an Event of Default, Lender and Trustee shall, in addition, have all other remedies available to them at law or in equity.

(b) *Remedies Cumulative.* The failure to exercise any remedy available to Lender shall not be deemed to be a waiver of any rights or remedies of Lender under the Loan Documents, at law or in equity. Lender's remedies: (i) shall be cumulative and concurrent; (ii) may be pursued separately, successively, or concurrently against Borrower, the Mortgaged Property, or any one or more of them, at Lender's discretion; (iii) may be exercised as often as occasion therefor shall arise, it being agreed by

Borrower that the exercise or failure to exercise any of same shall in no event be construed as a waiver or release thereof or of any other right, remedy, or recourse; (iv) shall be nonexclusive; (v) shall not be conditioned upon Lender exercising or pursuing any remedy in relation to the Mortgaged Property prior to Lender bringing suit to recover the Indebtedness or suit on the Obligations; and (vi) in the event Lender elects to bring suit on the Indebtedness and/or the Obligations and obtains a judgment against Borrower prior to exercising any remedies in relation to the Mortgaged Property, all liens and security interests, including the lien of this Deed of Trust, shall remain in full force and effect and may be exercised at Lender's option.

(c) *Partial Release.* Lender may release, regardless of consideration, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating, or releasing the lien or security interests evidenced by this Deed of Trust or the other Loan Documents or affecting the obligations of Borrower or any other party to pay the Indebtedness or perform and discharge the Obligations. For payment of the Indebtedness, Lender may resort to any of the collateral therefor in such order and manner as Lender may elect. No collateral heretofore, herewith, or hereafter taken by Lender shall in any manner impair or affect the collateral given pursuant to the Loan Documents, and all collateral shall be taken, considered, and held as cumulative.

(d) *Waiver and Release by Borrower.* Borrower irrevocably and unconditionally waives and releases: (i) all benefits that might accrue to Borrower by virtue of any present or future law exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption, or extension of time for payment; (ii) all notices of any Event of Default or of Trustee's exercise of any right, remedy, or recourse provided for under the Loan Documents; and (iii) any right to a marshaling of assets or a sale in inverse order of alienation.

(e) *No Implied Covenants.* Borrower and Lender mutually agree that there are no, nor shall there be any, implied covenants of good faith and fair dealing or other similar covenants or agreements in this Deed of Trust and the other Loan Documents. All agreed contractual duties are set forth in this Deed of Trust, the Note, and the other Loan Documents.

ARTICLE VI – BORROWER'S WAIVERS

Borrower's waivers set forth in this Article are in addition to all other waivers made by Borrower in this Deed of Trust.

6.01 Waiver of Subrogation. Borrower hereby waives any and all right to claim, recover, or subrogation that arises or may arise in its favor and against Lender or its officers, managers, members, employees, agents, attorneys, or representatives hereto for any and all loss of, or damage to, Borrower, the Mortgaged Property, Borrower's property, or the property of others under Borrower's control from any cause insured against or required to be insured against by the provisions of the Loan Documents.

6.02 Waiver of Setoff. The Indebtedness, or any part thereof, shall be paid by Borrower without notice, demand, counterclaim, setoff, deduction, or defense and without abatement, suspension, deferment, diminution, or reduction.

6.03 Waiver of Consequential, Punitive and Speculative Damages. BORROWER AND LENDER AGREE THAT, IN CONNECTION WITH ANY ACTION, SUIT OR PROCEEDING RELATING TO OR ARISING OUT OF THIS DEED OF TRUST OR ANY OF THE OTHER LOAN DOCUMENTS, EACH MUTUALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM FOR CONSEQUENTIAL, PUNITIVE OR SPECULATIVE DAMAGES.

ARTICLE VII – FIXTURE FILING

7.01 Fixture Filing. This Deed of Trust shall also constitute a fixture filing for the county or counties where the Mortgaged Property (including said Fixtures) is situated.

ARTICLE VIII - CONCERNING THE TRUSTEE

8.01 Rights of Trustee. With the approval of Lender, Trustee shall have the right to take any and all lawful actions as Lender may instruct Trustee to take to protect or enforce Lender's rights hereunder.

8.02 Liability and Indemnification of Trustee. Trustee shall not be personally liable for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever (**including, without limitation, Trustee's negligence**), except for Trustee's gross negligence or willful misconduct. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by him hereunder. Trustee shall be entitled to reimbursement for expenses incurred by Trustee in the performance of Trustee's duties hereunder and to reasonable compensation for such of Trustee's services hereunder as shall be rendered. Borrower will reimburse Trustee for, and indemnify and save Trustee harmless against, any and all liability and expenses (including, without limitation, reasonable attorneys' fees) which may be incurred by Trustee in the performance of Trustee's duties hereunder. The foregoing indemnity shall not terminate upon release, foreclosure or other termination of this Deed of Trust.

8.03 Successor Trustees. Trustee may resign by the giving of notice of such resignation in writing or verbally to Lender. Lender, in its sole discretion, may appoint one or more substitute Trustees to succeed to all the estates, rights, powers, and duties of the aforementioned Trustee. Such appointment may be executed by any authorized agent of Lender. Borrower hereby ratifies and confirms any and all acts which the aforementioned Trustee, or Trustee's successor or successors in this Deed of Trust, shall do lawfully by virtue hereof. If multiple substitute Trustees are appointed, each of such multiple substitute Trustees shall be empowered and authorized to act alone without the necessity of the joinder of the other multiple substitute Trustees, whenever any

action or undertaking of such substitute Trustees is requested or required under or pursuant to this Deed of Trust or applicable law.

8.04 Succession Instruments. Any substitute Trustee appointed pursuant to any of the provisions hereof shall, without any further act, deed, or conveyance, become vested with all the estates, properties, rights, powers, and trusts of its or his predecessor in the rights hereunder with like effect as if originally named as Trustee herein.

ARTICLE IX - MISCELLANEOUS

9.01 Condemnation Proceeds. Lender shall be entitled to receive any and all sums which may be awarded and become payable to Borrower for condemnation of the Mortgaged Property or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Borrower for damages caused by public works or construction on or near the Mortgaged Property. All such sums are hereby assigned to Lender, and Borrower shall, upon request of Lender, make, execute, acknowledge, and deliver any and all additional assignments and documents as may be necessary from time to time to enable Lender to collect and receipt for any such sums. Lender shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such sums. Any sums received by Lender as a result of condemnation shall be applied to the Indebtedness.

9.02 Release. Provided that no Event of Default exists under the terms of this Deed of Trust or any of the Loan Documents, this Deed of Trust shall be released according to law upon full satisfaction of the Indebtedness, and performance of each of the Obligations under this Deed of Trust and the Loan Documents. Upon the release of this Deed of Trust, Lender shall have no further obligations to make advances under and pursuant to the Note.

9.03 Covenants Running with the Land. All Obligations contained in this Deed of Trust and the other Loan Documents are intended by Borrower, Lender, and Trustee to be, and shall be construed as, covenants running with the Mortgaged Property until the lien of this Deed of Trust has been fully released by Lender.

9.04 Heirs, Successors and Assigns. The terms, provisions, covenants and conditions hereof shall be binding upon Borrower, and Borrower's heirs, devisees, representatives, successors and assigns, and shall inure to the benefit of Trustee and Lender and their respective heirs, successors, substitutes and assigns and shall constitute covenants running with the Land. All references in this Deed of Trust to Borrower, Trustee or Lender shall be deemed to include all such heirs, devisees, representatives, successors, substitutes and assigns.

9.05 Severability. If any provision of any of the Loan Documents or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, then neither the remainder of the instrument in which such provision is contained nor the application of such provision to other persons or circumstances nor the other instruments referred to herein shall be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

9.06 Rights Cumulative. Lender shall have all rights, remedies, and recourses granted in the Loan Documents and available at law or in equity, and the same: (i) shall be cumulative and concurrent, (ii) may be pursued separately, successively, or concurrently against Borrower or others obligated for the Indebtedness or any part thereof, or against any one or more of them, or against the Mortgaged Property, at the sole discretion of Lender, (iii) may be exercised as often as occasion therefor shall arise, it being agreed by Borrower that the exercise, discontinuance of the exercise of or failure to exercise any of the same shall in no event be construed as a waiver or release thereof or of any other right, remedy, or recourse, and (iv) are intended to be, and shall be, nonexclusive. All rights and remedies of Lender hereunder and under the other Loan Documents shall extend to any period after the initiation of foreclosure proceedings, judicial or otherwise, with respect to the Mortgaged Property.

9.07 Headings. The Article, Section, and Subsection headings are inserted for convenience only and shall in no way alter, modify, or define, or be used in construing the text of such Articles, Sections, or Subsections.

9.08 Entire Agreement; Amendment. THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO. The provisions hereof and the other Loan Documents may be amended or waived only by an instrument in writing signed by Borrower and Lender.

9.09 No Merger of Estates. So long as any part of the Indebtedness and the Obligations secured hereby remain unpaid and unperformed or undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge but rather shall remain separate and distinct, notwithstanding the union of such estates either in Borrower, Lender, any lessee, or any third party purchaser or otherwise.

9.10 ORS 93.040(1) Disclaimer. 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 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.


9.11 Commercial Trust Deed. This Deed of Trust is a commercial trust deed and is not a residential trust deed, as the phrase “residential trust deed” is defined in ORS 86.705.

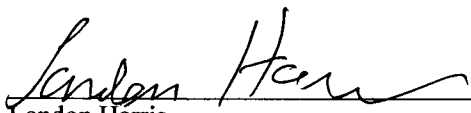
[Signature on the following page]

IN WITNESS WHEREOF, Borrower, intending to be legally bound hereby, has duly executed this Note as of the day and year first written above.

BORROWER:

CREEKSIDE DEVELOPMENTS, LLC,
a Georgia limited liability company

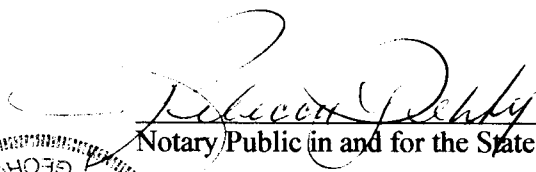
By: 
Name: Teria Harris
Title: Manager

By: 
Name: Landon Harris
Title: Manager

Acknowledgment

THE STATE OF GEORGIA §
 §
COUNTY OF DEKALB §

This instrument was acknowledged before me on the 31 day of May, 2022, by Teria Harris and Landon Harris, each being a Manager of Creekside Developments, LLC, a Georgia limited liability company.


Notary Public in and for the State of Georgia

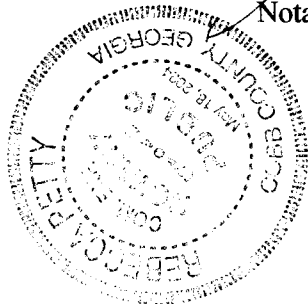


EXHIBIT "A"
TO
DEED OF TRUST

Legal Description

Tract One

The following real estate located in the State of Oregon, County of Klamath:

Klamath Falls Forest Estates, Hwy. 66, Plat #2, BLK-60, Lot-16.

Tract Two

The following real estate located in the State of Oregon, County of Klamath:

Lot 29, Block 36, FIRST ADDITION TO KLAMATH FOREST ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath Falls, Oregon.

Tract Three

The following real estate located in the State of Oregon, County of Klamath:

Klamath Falls Forest Estates, Hwy. 66, Plat #1, BLK-3, Lot-3.

Tract Four

The following real estate located in the State of Oregon, County of Klamath:

Klamath Falls Forest Estates, Hwy. 66, BLK-7, Lot-2.