

2022-011742

Klamath County, Oregon

09/30/2022 08:41:01 AM

Fee: \$107.00

Recording requested by:

Purelight Power, LLC
541 Parsons Drive
Medford, Oregon 97501

565730AM
**AMERITITLE WAS REQUESTED TO
RECORD THIS INSTRUMENT AS
AN ACCOMMODATION. IT HAS NOT
BEEN EXAMINED FOR SUFFICIENCY
OR ITS EFFECT UPON THE TITLE.**

DEED OF TRUST

Effective Date: 9-19-22

TRUSTOR: Stephen Farnsworth and Barbara Farnsworth
5709 Seagull Drive
Bonanza, Oregon 97623

BENEFICIARY: Purelight Power, LLC
541 Parsons Dr.
Medford, Oregon 97501

TRUSTEE: Amerititle
1501 E McAndrews Rd
Medford, Oregon 97504

PROPERTY in Klamath County, State of Oregon, described in **Exhibit A**, attached hereto and made part hereof.

This Deed of Trust, made on the Effective Date between the Trustor, Trustee, and Beneficiary above named, for the purpose of securing the Promissory Note (the "Note") executed on: 9/19/22, between Trustor: Stephen Farnsworth ("Trustor") and Beneficiary, Purelight Power, LLC ("Beneficiary").

WITNESSETH: This Deed of Trust secures to Beneficiary: (i) the repayment of the Note, and all renewals, extensions and modifications of the Note; and (ii) the performance of Trustor's covenants and agreements under this Deed of Trust and the Note. Trustor irrevocably grants and conveys to Trustee, in trust, with power of sale, the real property located at: 5709 Seagull Drive Bonanza, Oregon 97623, (the "**Property**") and legally described in Exhibit A.

FOR THE PURPOSE OF SECURING:

1. The indebtedness evidenced by the Note executed the same day as this Deed of Trust by Trustor in the amount of \$38,382.52.
2. Performance of all Trustor's obligations contained in the Note.
3. Performance of all Trustor's obligations contained in this Deed of Trust.

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

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

5. To provide, maintain, and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary to the indebtedness secured by this Deed of Trust and in such order as Beneficiary may determine, or at Beneficiary's option the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

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

7. To pay before delinquent, all taxes and assessments affecting the Property. To pay when due, all encumbrances, charges, and liens, with interest, on the Property or any part thereof, which appear to be prior or superior to this Deed of Trust. To pay all costs, fees, and expenses of this Deed of Trust, including, without limitation, Trustee's fees for issuance of any Deed of Partial Release and Partial Reconveyance of Deed of Release and Full Reconveyance, and all lawful charges, costs, and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby.

8. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions of this Deed of Trust, together with interest from the date of expenditure at the same rate as provided in the Note. Any amounts expended by Beneficiary or Trustee shall become a part of the debt secured by this Deed of Trust and a lien on said premises or immediately due and payable at option of Beneficiary or Trustee.

9. Should Trustor fail to make any payment or to do any act required by this Deed of Trust, Beneficiary or Trustee may, but without obligation to and without notice to or demand upon Trustor and without releasing Trustor from any obligation of this Deed of Trust, make any such payment or perform any such act in such manner and to such extent as Beneficiary or Trustee may deem necessary to protect the security of this Deed of Trust. Beneficiary or Trustee are authorized to enter upon the Property for purposes of making such payment or performing such act; appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the

rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel, and pay reasonable fees.

IT IS MUTUALLY AGREED:

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

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

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

13. That upon written request of Beneficiary stating that all sums secured by this Deed of Trust have been paid, and upon surrender of this Deed of Trust and Note to Trustee for cancellation and retention, and upon payment of its fees, Trustee shall release and reconvey, without covenant or warranty, express or implied, the Property to Trustor.

14. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority, during the continuance of this Trust, to collect the Property income, reserving to Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such Property income as it becomes due and payable. Upon any default, Beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect such Property

income, including that past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured by this Deed of Trust, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such Property income, secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such Property income, and the application of such Property income as aforesaid, does not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

15. That upon default by Trustor in the payment of any indebtedness secured by this Deed of Trust or in performance of any agreement under this Deed of Trust, Beneficiary may declare all indebtedness immediately due and payable by delivery to Trustee of written notice, setting forth the nature of Trustor's default, and of Beneficiary's election to cause the sale of the Property according to the terms of this Deed of Trust. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, and all documents evidencing expenditures secured by this Deed of Trust or the Note.

Upon receipt of such notice from Beneficiary, Trustee shall record and give notice of a Trustee's sale in the manner required by law, and after the lapse of such time as may be required by law, Trustee shall sell, in the manner required by law, the Property at public auction at the time and place fixed by Trustee in said notice of Trustee's sale to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser Trustee's Deed conveying the Property, but without any covenant or warranty, expressed or implied. Any persons, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

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

16. That Beneficiary may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers, and duties. Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor.

17. That this Deed of Trust 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 of the Note, whether or not named as Beneficiary in this Deed of Trust. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

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

party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any notice of Trustee's sale hereunder be mailed to him/her at his/her address herein set forth.

TRUSTOR:

Stephen J Farnsworth

STATE OF: Oregon)
) ss.
 County of: Klamath)

This instrument was acknowledged and executed before me on (date): September 19, 2022
 by: Stephen Farnsworth.

Phillippi
 Notary Public

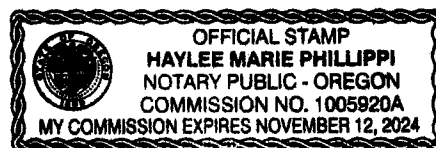


EXHIBIT A
LEGAL DESCRIPTION

Parcel Description:

Lot 19, Block 49, KLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT,
PLAT NO. 2, according to the official plat thereof on file in the office of the County
Clerk of Klamath County, Oregon.

Address: 5709 Seagull Drive Bonanza, Oregon 97623