



2022-014507
Klamath County, Oregon
12/23/2022 08:58:01 AM
Fee: \$122.00

RECORDING REQUESTED BY	
AND WHEN RECORDED MAIL TO	
Name	Federated Indians of Graton Rancheria Housing Services Department
Address	6400 Redwood Drive, Suite 300
City & State	Rohnert Park, California
Zip	94928
Order No.	

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

NOTICE TO BORROWER

This Second Deed of Trust contains provisions prohibiting unauthorized transfers and an acceleration clause.

This SECOND DEED OF TRUST ("**Deed of Trust**") is made this 19th day of December, 2022, among the Trustor, Dylan Dailey, an unmarried man (the "**Borrower**"), whose address is 4132 Altamont Drive, Klamath Falls, OR 97603, AmeriTitle (the "**Trustee**"), and the Beneficiary, the **Federated Indians of Graton Rancheria**, a Federally Recognized Indian Tribe (the "**Lender**" and also "**Tribe**") whose business address is **6400 Redwood Drive, Suite 300, Rohnert Park, California 94928** for the purpose of securing that certain promissory note of the Borrower to the Lender dated December 19, 2022 and entitled "**Federated Indians of Graton Rancheria Homebuyer Assistance Program Loan -- Promissory Note Secured by Deed of Trust**" (the "**Note**") in the amount of **Thirty-one Thousand Four Hundred Forty Dollars (\$31,440)** together with any and all amendments, modifications, extensions, or renewals of the Note.

BORROWER, IN CONSIDERATION OF THE INDEBTEDNESS RECITED HEREIN AND THE TRUST HEREIN CREATED, IRREVOCABLY GRANTS, TRANSFERS, AND ASSIGNS to the Trustee in Trust, with Power of Sale, for the benefit of the Beneficiary, all of Trustor's interest in and to that certain real property commonly known as 4132 Altamont Drive, Klamath Falls, OR 97603, Klamath County, Oregon, with assessor account number 543380 and assessor map number 3909-010CA-01400 and described as follows (the "**Property**"):

The Easterly 197.25 feet of Lot 9, Block 6, Third Addition to Altamont Acres, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

TOGETHER with, all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, issues, and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits. The rights of the Lender to all rents, royalties, issue accounts, and profits of, or relating to the Property, are subordinate to the rights of the holder of the first mortgage or first deed of trust, if any.

RECITALS

- A. The Tribe, through its Housing Department, has established a tribal Homebuyer Education and Down Payment Assistance Program to assist tribal members of the Tribe in obtaining financing to purchase a home.
- B. Borrower is eligible and approved to receive financial assistance under the Tribe's Homebuyer Education and Down Payment Assistance Program, which helps qualifying tribal members finance the purchase of a home.

C. Borrower shall be required to execute a Promissory Note secured by this Deed of Trust and any other documents as required by law, by and between the Borrower and the Tribe (collectively referred to as the "**Loan Documents**").

D. Funds provided to Borrower by Tribe, a federally-recognized, sovereign Indian tribe requires that the Property, as described in the Deed of Trust, be subject to certain use restrictions, which shall run with the land, as described herein ("**Use Restrictions**"). This Deed of Trust minimally restricts the Property for a period of five (5) years.

MUTUAL COVENANTS. The Tribe and Borrower covenant and agree as follows:

1. **Loan Amount.** The Tribe shall grant Borrower financing in the total amount of **Thirty-one Thousand Four Hundred Forty U. S. Dollars (\$31,440)** (the "**Loan Amount**") which indebtedness is evidenced by the Note ("**Loan**").
2. **Loan Documents.** The following documents make up the Loan Documents.
 - a. **Promissory Note.** Borrower shall execute the Note in a form acceptable to the Tribe for the Loan Amount.
 - b. **Deed of Trust.** The Note shall be secured by a Deed of Trust in a form acceptable to the Tribe, and which shall be a lien upon the Property. The Deed of Trust held by the Tribe may not be subordinated to another mortgage or deed of trust, excepting that of the first or primary mortgagor or holder of the first deed of trust, if any.
3. **Payment to Borrower.** The Tribe may make payment of the Loan to Borrower expressly contingent on the following:
 - a. Upon all necessary approvals by the Tribe;
 - b. Compliance by Borrower of all of the Tribe's Homebuyer Education and Down Payment Assistance Program requirements; and
 - c. Availability of funds.
4. **Loan Term and Monthly Payments.** The term of the Loan as stated in the Note shall be **FIVE (5) YEARS**. Borrower shall owe no monthly payments or interest to the Tribe on the Loan during this term, so long as, the Borrower owns and maintains the Property as their principal residence and all conditions under the Deed of Trust and Note are met.
5. **Occupancy Requirements and Deed Restrictions.** Borrower shall occupy the Property as Borrower's principal place of residence during the term of the Note. The Property shall be used only for residential purposes and that residential occupancy shall be by Borrower, a citizen of the Tribe.
6. **Covenants to Run with the Land.** All of the rights and restrictions in this Deed of Trust shall be deemed to be covenants and a deed restriction placed on the Property that shall run with the land, binding and enforceable against Borrower, successors, and assigns of Borrower, or other subsequent owners of the Property, which is hereby made subject to a lien.
7. **Forgiveness of Loan.** Pursuant to the terms of the Note and contingent upon full compliance with the terms of the Loan Documents, the principal of this Loan is forgivable and reverts to a grant after passage of the five (5) year term as identified in the Note, provided that Borrower complies with all Use Restrictions and other covenants contained herein, including but not limited to continued residence in and maintaining ownership in the Property, i.e., the Property must be owner-occupied by Borrower as specified by Section 5 herein for the duration of the loan indebtedness. The Tribe shall have the right to periodically request that Borrower provide documentation of proof of owner-occupancy. After expiration of the Note and any liabilities or obligations, or both, arising from the Note, whether expressed or implied, the Note shall be deemed null and void, and shall be cancelled without further act by any party hereto, unless the Tribe has exercised its rights to repayment pursuant to the terms under the Loan

Documents. In other words, the sums secured by the Deed of Trust shall be considered paid in full if the contingencies set forth in the Loan Documents have not occurred within the period of time set forth herein and in the Note.

8. Events of Default. Any one or more of the following events shall constitute a default under this Deed of Trust and require repayment of the Loan or permit the Tribe to pursue any other Lender remedies as set forth in this Deed of Trust and permitted by law:

- (a) Failure of Borrower to pay the indebtedness secured hereby or any installment thereof, whether principal, interest, or otherwise, when and as the same become due and payable, whether at maturity or by acceleration or otherwise; or
- (b) Failure of Borrower to observe or to perform any covenant, condition, or agreement to be observed or performed by Borrower pursuant to the Note or this Deed of Trust including but not limited to the continuous occupancy of Property by Borrower provision; or
- (c) Without the prior consent of the Tribe, Borrower sells, transfers, leases, conveys, pledges, or encumbers the Property or any part thereof, or any interest therein, or is divested of their title or any interest therein in any manner or way, whether voluntarily or involuntarily; or
- (d) Without the prior consent of the Tribe, Borrower vacates the Property or permits someone other than a qualifying person(s), as specified and required under Section 5 of the Deed of Trust and under the applicable Use Restriction, to use and occupy the Property, or is otherwise no longer in owner-occupation of the Property during the time periods specified under the Loan Documents or fails to reside in the Property for 10 months of any consecutive 12 month period; or
- (e) Borrower defaults or fails to perform all of their obligations under any mortgage, deed of trust, or other security agreement with a lien which has priority over this Deed of Trust and that encumber the Property; or
- (f) Where any part of the Property is placed under trust title pursuant to 25 C.F.R. Part 151, Borrower defaults under any applicable leasehold mortgage or lease agreements; or
- (g) The information submitted by Borrower to the Tribe to become eligible for tribal funds should prove to be false and Borrower knew that such information was false; or
- (h) The occurrence of any event which, under the terms of the Note, shall entitle Lender to exercise the rights or remedies thereunder.

9. Limited Exceptions to Prohibition Against Transfer of Property. During the term of the Note, no transfers of the Property will be permitted, and no successor in interest to the Borrower will be permitted to assume Borrower's loan secured by this Deed of Trust except in the limited circumstances and so long as all occupancy requirements and deed restrictions are complied with as set forth under Section 5 of the Deed of Trust:

- (a) The creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the Property; or
- (b) A transfer by a Borrower to an intervivos trust in which Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Property.

10. Repayment Schedule. If any of the factors under the Note and Section 8 of the Deed of Trust constituting default and requiring repayment of the Loan should arise, the Borrower or his or her successors or heirs shall be obligated to immediately repay the Tribe the full amount of the Loan.

11. Reconveyance. Upon completion of any repayment obligation by Borrower due under the Loan Documents, the Tribe shall issue a Deed of Reconveyance to Borrower, thereby transferring to Borrower any and all interest in the Property.

12. Remedies: Acceleration and Sale.

(a) Acceleration. In the event of any default as set forth in Section 8 above, the Lender, without demand on Borrower, may declare all sums hereby secured immediately due and payable by notice to Borrower as set forth in Section 19(a) below, and require repayment pursuant to the repayment schedule set forth above. Where Borrower fails to meet their obligations for repayment after default, Lender may execute and record or cause Trustee to execute and record a notice of default and election to cause the Property to be sold in order to satisfy the obligations secured hereby. Lender may choose to take any other appropriate action such as to foreclose this Deed of Trust.

(b) Sale. If Lender chooses to exercise its power of sale, then after delivery to Trustee of a Notice of Default and Demand for Sale and after the expiration of such time and the giving of such notice of default and sale as may then be required by law, and without demand on Borrower, Trustee shall sell the Property at the time and place of sale fixed by it in said notice of sale, at public auction to the highest bidder for cash in lawful money of the United States of America, payable at time of sale. Trustee may postpone sale of all or any portion of the 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 and place fixed by the preceding postponement. Any person, including Borrower, Trustee, or Lender, may purchase the Property at such sale.

Upon such sale by Trustee it shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of their truthfulness. Upon sale by Trustee, and after deducting all costs, expenses and fees of Trustee and this Deed of Trust, Trustee shall apply the proceeds of sale to the payment of the principal indebtedness hereby secured, whether evidenced by the Note or otherwise, or representing advances made or costs or expenses paid or incurred by Lender under this Deed of Trust, or the Secured Obligations or any other instrument evidencing or securing any indebtedness hereby secured and to the payment of all other sums then secured hereby, including interest as provided in this Deed of Trust, the Secured Obligations or any other such instrument, in such order as the Lender shall direct; and then the remainder, if any, shall be paid to the person or persons legally entitled thereto.

(c) Attorney's Fees. If Trustee or Lender shall be made parties to or shall intervene in any action or proceeding affecting the Property or the title thereto or the interest of Trustee or Lender under this Deed of Trust, or if Lender employs an attorney to collect any or all of the indebtedness hereby secured or to foreclose this Deed of Trust, or authorizes Trustee to conduct trustee's sale proceedings hereunder, then Trustee and Lender shall be reimbursed by Borrower, immediately and without demand, for all reasonable costs, charges and attorney's fees incurred by them or either of them in any such case whether or not suit be commenced, and the same.

(d) Remedies Cumulative. No remedy herein contained or conferred upon Lender or Trustee is intended to be exclusive of any other remedy or remedies afforded by law or by the terms hereof to Lender or Trustee but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

13. Inspection. The Tribe may make or cause to be made reasonable entries upon and inspections of the Property, provided that the Tribe shall give Borrower notice prior to any such inspection specifying reasonable cause as related to Tribe's interest in the Property.

14. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Tribe, subject to the terms of any primary mortgage, deed of trust or other security with a lien on this Property which has clear priority over this Loan.

15. Borrower Not Released; Forbearance by Lender Not a Waiver. Any extension of the time for payment of the sums secured by these Loan Documents as granted by the Tribe to any successor in interest of Borrower shall not

operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. The Tribe shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by these Loan Documents by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by the Tribe in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

16. Insurance and Maintenance. Borrower shall maintain insurance on the Property, provide and pay for all maintenance of the Property, pay for all utilities, and is responsible for all other related costs of homeownership including cost of repairs and replacements.

17. Taxes. Borrower shall pay any and all taxes on the Property and provide the Tribe, upon written request by the Tribe, an annual statement showing that taxes have been paid.

18. Recordation. Parties shall record or effect recordation of this Deed of Trust and Note, along with any and all applicable Use Restrictions with the Recorder's Office for the County in which the Property is located.

19. Notice Requirements.

(a) Notice to Borrower. In the event of a default, the Tribe shall give Borrower notice of acceleration. The notice shall provide a period of not less than sixty (60) days from the date the notice is delivered or mailed, within which Borrower must pay all sums secured by the Deed of Trust pursuant to the applicable repayment schedule. If Borrower fails to pay these sums prior to the expiration of this sixty (60) day period, such failure shall constitute an uncured default and the Tribe may invoke any remedies permitted by the Deed of Trust without further notice or demand on Borrower, including but not limited to, levying upon the Property or invoking the power of sale to recover the full monies expended.

(b) Notice to Tribe. The Borrower is obligated to notify the Tribe in writing if Borrower intends to change occupancy, lease, sell, or convey the Property. Such notice shall be given no less than sixty (60) days prior the Borrower binding itself to such action(s). In the event Borrower is in default on this Loan or any applicable mortgage or other loan encumbering the Property, the Borrower shall contact the Tribe immediately so that the Tribe can take all actions to protect its financial interest. Any tribal inaction or action taken pursuant to a notice by the Borrower under this section does not constitute approval by the Tribe of any particular use and is not a waiver by the Tribe of any rights it has to enforce compliance with the Loan Documents. The Tribe 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 and under subdivision (d) below.

(c) Method of Notice. Except for any notice required under applicable law to be given in another manner, any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the address of the Property or at such other address as Borrower may designate by notice to the Tribe as provided herein, and further, any notice to Tribe shall be given by hand-delivery or certified mail to Tribe's address stated herein or to such other address as the Tribe may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or the Tribe when given in the manner designated herein.

(d) Addresses. Notices to the Tribe shall be sent to the following address: Federated Indians of Graton Rancheria, 6400 Redwood Drive, Suite 300, Rohnert Park, California, 94928. Notices to the Borrower shall be sent to the following address: Dylan Dailey, 4132 Altamont Drive, Klamath Falls, OR 97603.

20. Indemnification and Payment of Fees. Borrower, as well as subsequent owners of the Property, shall be liable to the Tribe for any and all reasonable attorney fees, costs, and court expenses that the Tribe may incur in any enforcement actions it takes under this Deed of Trust. Borrower shall also indemnify and hold harmless and defend with counsel of the Tribe's choice, the Tribe, its agents, successors, and assigns for any and all expenses, costs, or liabilities directly or indirectly caused by displacement of and relocation of tenants, if any, located at the Property.

21. Homestead Waiver. The land and Use Restrictions contained herein and in the Loan Documents are prior and superior to any right of Borrower to a homestead exemption under Oregon law. To the full extent allowed by law, Borrower waives his or her homestead rights to the extent that they are in conflict with the rights and remedies set out herein.

22. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. This Deed of Trust shall be binding on the parties' successors and assigns. Borrower's interests under the Note and this Deed of Trust are not transferable, assignable or assumable without the written consent of the Tribe. The covenants contained in the Loan Documents shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the Tribe and, if permitted by the Tribe, to those of Borrower, subject to the applicable provisions of this Deed of Trust. All covenants made by Borrower shall be joint and several.

23. Amendments. Any amendment to this Deed of Trust shall be in writing and executed by the Parties.

24. Severability. If any provision of this Deed of Trust is held invalid, the remainder of this Deed of Trust shall not be affected if such remainder would then continue to conform to the terms and requirements of applicable law.

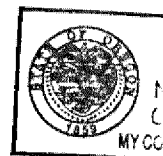
IN WITNESS WHEREOF, the parties have executed this Deed of Trust as of the day and year set forth above.

"Lender"/ "Tribe"

BY: 
David Guhin, Executive Director of Government Operations
Federated Indians of Graton Rancheria

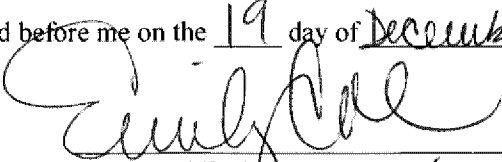
"Borrower"

BY: 
Dylan Dailey



STATE OF OREGON)
) ss.
COUNTY OF KLAMATH)

This instrument was acknowledged before me on the 19 day of December 2022, by Dylan Dailey.



Notary Public for Oregon
My commission expires: 9/27/2025



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 California

County of Sonoma

On December 20, 2022 before me, Angela M. Hardin Notary Public
(insert name and title of the officer)

personally appeared David Guhin
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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Angela M. Hardin

(Seal)

