



After Recording Return To:
RICHARD SCOTT SAVAGE
2400 AGATE ROAD
BOULDER, COLORADO 80304

2023-003834

Klamath County, Oregon

05/19/2023 11:46:02 AM

Fee: \$122.00

DEED OF TRUST

THIS DEED OF TRUST, made on May 18, 2023

BETWEEN: **BRANDON ADAMS SAVAGE** ("Grantor")

AND: **RICHARD SCOTT SAVAGE** ("Beneficiary")

AND: **AMERITITLE, LLC**, an Idaho limited liability company ("Trustee")

Grantor irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, all Grantor's right, title and interest in and to that certain real property located in Klamath County, Oregon with an address of 4758 Harrier Drive, Klamath Falls, Oregon 97601 and legally described on Exhibit A, attached hereto ("the Property"), together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, tenements, hereditaments and appurtenances existing now or after; all sewer, water, water rights, irrigation rights; and all other rights, rents, issues, royalties, and profits now or hereafter relating to the Property, including without limitation all minerals, oil, gas, geothermal and similar matters.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor hereunder and payment of the sum of **TWO HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$275,000)**, with interest according to the terms of a Promissory Note of even date, made by Grantor and payable to the order of Beneficiary (the "Promissory Note"), the final payment of principal and interest, if not sooner paid, to be due and payable May 1, 2043. The term "Indebtedness" as used herein means all amounts owing under the Promissory Note (including but not limited to principal, interest, costs, charges, late fees and attorney fees), and any amounts expended or advanced by Beneficiary to discharge obligations of Grantor, or expenses incurred by Trustee or Beneficiary to enforce obligations of Grantor under this Deed of Trust and the Promissory Note. The entire Indebtedness shall become immediately due and payable on the date of any sale, conveyance or transfer by Grantor of the Property or any interest therein; except that Grantor, upon notice to Beneficiary and subject to the terms hereof, may rent the Property under a written lease.

Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to them in Oregon's Deed of Trust law and the Uniform Commercial Code.

THIS DEED OF TRUST IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS; AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE PROMISSORY NOTE AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS AND CONDITIONS:

Section 1. Taxes; Liens.

1.1 Payment of Taxes and Assessments. Grantor shall pay when due all taxes and assessments that are levied against the Property. Grantor may elect to pay assessments in accordance with any available installment method. For Property taxes, all payments shall be made no less frequently than semi-annually during each fiscal tax year. Grantor shall provide Beneficiary with written evidence that all taxes and assessments have been paid within ten (10) days after each required payment.

1.2 Payment of Utilities and Common Interest Charges, Fees and Assessments. Grantor shall pay when due all utility charges, common interest charges, fees and assessments that are levied by Running Y Ranch Homeowner's Association or any of its affiliates with respect to the Property.

1.3 Right to Contest. If Grantor objects in good faith to the validity or amount of any tax, charge, fee, levy or assessment referenced in 1.1 or 1.2 above, Grantor, at Grantor's sole expense, may contest the validity or amount thereof, provided that Beneficiary's security interest in the Property is not jeopardized.

1.4 Tax Statements. Grantor shall provide Beneficiary with a copy of the annual Property tax statement promptly upon receipt.

1.5 Prohibition Against Encumbering Property. Excepting only unpaid Property taxes or assessments not yet due, Grantor shall not allow the Property to be encumbered by any liens as long as any Indebtedness is outstanding. In the event a contractor's lien is filed against the Property, if Grantor executes a bond or deposits cash pursuant to ORS 87.076 or deposits the amount of the lien in escrow with Beneficiary, Grantor shall have the right to contest the same without the lien constituting an Event of Default (as hereinafter defined). If Grantor fails to pay any taxes, assessments, insurance premiums, liens or other charges payable by Grantor hereunder, Beneficiary may, at its option and without waiving any Event of Default, make payment, and the amount of such payment, together with interest thereon at the rate set forth in the Promissory Note, shall be added to the Indebtedness.

Section 2. Prohibited Activities. Grantor shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property. Grantor shall not use or permit the use of all or any of the Property for conduct or activity that constitutes a violation of any federal, state, local, or home owners association, laws, regulations, ordinances or covenants.



Section 3. Maintenance; Alterations.

3.1 Maintenance. Grantor shall preserve and maintain the Property and keep all buildings, other improvements and landscape now existing, or that shall be placed on the Property, in good condition and repair as of the date hereof, and shall not permit any waste, damage, or removal of improvements, nor make any substantial improvements or alterations to the Property that would reduce the value of Beneficiary's security interest therein. Grantor shall promptly complete or restore, at its expense except as provided in Section 4.2 below, in good and habitable condition any buildings or improvements which now exists or may be constructed, which is damaged or destroyed.

3.2 Possession. Grantor shall not abandon the Property, but shall keep the Property occupied at all times.

3.3 Hazardous Substances. Grantor shall comply fully with all laws pertaining to the protection of human health and the environment, and shall not store, handle or dispose of any hazardous substances at the Property. Grantor shall indemnify, defend and hold harmless Beneficiary from and against all claims, causes of action, losses, damages, costs, response costs and expenses, liabilities and other expenses caused by, arising out of, or in connection with the generation, release, handling, storage, discharge, transportation, deposit or disposal in, on, under or about the Property by Grantor or any agents, representatives or contractors of Grantor of the following: hazardous materials, hazardous substances, ultrahazardous materials, toxic wastes, toxic substances, pollutants, radioactive materials, petroleum products, underground tanks, oils, pollution, asbestos, PCBs, materials or contaminants, as those terms are commonly used or as defined by any present or future federal, state, and/or local law or regulation related to protection of health or the environment.

Section 4. Insurance.

4.1 Property Damage/Flood Insurance. Grantor shall procure and, at all times, maintain policies of liability, fire and casualty insurance with standard extended coverage endorsements on a replacement cost basis covering all improvements on the Property in an amount not less than the full replacement value of the buildings, improvements and fixtures located upon the Property. Additionally, if the Property is located in a designated flood plain, Grantor shall secure a policy of flood insurance reasonably satisfactory to Beneficiary. The policies shall be primary with respect to all covered risks, shall identify Beneficiary as a named insured and loss payee and shall be written in such form with such terms and by insurance companies acceptable to Beneficiary. Grantor shall deliver to Beneficiary a certificate of coverage from the insurers containing a stipulation that coverage will not be cancelled or diminished without a minimum of 30-day written notice to Beneficiary. If Grantor shall fail for any reason to procure any such insurance and to deliver the policies to the Beneficiary at least fifteen (15) days prior to the expiration of any policy of insurance now or hereafter placed on the Property, the Beneficiary may procure the same at Grantor's expense. In the event of any



insured loss that would be covered by insurance, Grantor shall give immediate notice to Beneficiary. If Grantor fails to make proof of loss within a reasonable time of the casualty event and sufficiently prior to any time limits applicable to the insurance coverage, then Beneficiary may submit proof of loss.

4.2 Application of Proceeds. All proceeds of any insurance on the Property shall be paid to and held by Beneficiary. If Grantor elects to restore the Property, Grantor shall, through an Oregon licensed contractor, repair or replace the damaged or destroyed improvements in a workmanlike manner that is reasonably satisfactory to Beneficiary. Beneficiary shall timely release such funds to any contractor to whom payment is due upon satisfactory proof of completion of their labor and materials and the appropriate lien release. If there are any insurance funds remaining after completion of all necessary restoration consistent with this Section 4.2, Beneficiary may elect to apply the balance to principal reduction under the Promissory Note. If Grantor elects not to restore the Property, at the election of Beneficiary, Beneficiary shall retain and apply the proceeds to pay all amounts owed Beneficiary under this Deed of Trust and the Promissory Note, and shall pay the balance, if any, to Grantor.

4.3 Notice Regarding Insurance.

UNLESS GRANTOR PROVIDES BENEFICIARY WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED HEREUNDER, BENEFICIARY MAY PURCHASE INSURANCE AT GRANTOR EXPENSE. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT GRANTOR. IF THE PROPERTY BECOMES DAMAGED, THE COVERAGE THAT BENEFICIARY PURCHASES MAY NOT PAY ANY CLAIM GRANTOR MAKES OR ANY CLAIM MADE AGAINST GRANTOR. GRANTOR MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE TO BENEFICIARY THAT GRANTOR HAS OBTAINED PROPERTY COVERAGE IN ACCORDANCE WITH THIS DEED OF TRUST.

GRANTOR IS RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY BENEFICIARY, AND INTEREST AT THE RATE PROVIDED IN THE PROMISSORY NOTE WILL APPLY TO THIS ADDED AMOUNT.

THE COVERAGE BENEFICIARY PURCHASES MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE GRANTOR CAN OBTAIN ON GRANTOR'S OWN AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY MANDATORY LIABILITY INSURANCE REQUIREMENTS IMPOSED BY APPLICABLE LAW.

Section 5. Indemnification. Grantor shall indemnify and hold Beneficiary harmless and, at Beneficiary's election, defend Beneficiary from and against any and all claims, losses, damages, fines, charges, actions, or other liabilities of any description arising out of or in any way connected with Grantor's possession or use of the Property.



Section 6. Representations, Warranties, and Covenants.

6.1 Covenants of Title. Grantor warrants that Grantor is the owner of fee simple title to the Property, and that the same is free of all liens and encumbrances excepting only those listed in the latest Title Report issued by Trustee and not discharged as of the date hereof.

6.2 Non-foreign Status. Beneficiary is not a "foreign person" as defined in 26 U.S. Code § 1445 (Withholding of tax on dispositions of United States real property interests).

6.3 No Other Warranties. Except as otherwise stated herein, Grantor makes no other representations or warranties, express or implied, as to the Property, its condition, or state of repair.

Section 7. Title Insurance. Upon Closing, Grantor, at Grantor's expense, shall furnish Beneficiary with a lender's policy of title insurance issued by Trustee in the amount of the Indebtedness subject only to those exceptions contained in the Title Report identified in Section 6.1, above.

Section 8. Deed of Reconveyance. If Grantor pays all Indebtedness under this Deed of Trust and the Promissory Note and performs all other obligations imposed thereunder, Beneficiary shall execute and deliver to Trustee a request for full reconveyance. Trustee shall thereupon execute and record a Deed of Reconveyance in the public records of the county in which the Property is located. Any reconveyance fee required by the Trustee shall be paid by Grantor.

Section 9. Events of Default. Time is of the essence of this Deed of Trust and the Promissory Note. A default (an "Event of Default") shall occur under any of the following circumstances:

9.1 Ten-Day Grace Period. If Grantor fails to pay any sums due under this Deed of Trust or the Promissory Note following ten (10) days' written demand from Beneficiary issued after its due date.

9.2 Thirty-Day Grace Period. If Grantor fails to perform any other obligation contained in this Deed of Trust or the Promissory Note within thirty (30) days after written notice from Beneficiary detailing the default and required cure. If the cure cannot reasonably be completed by Grantor within such 30-day period through the exercise of reasonable diligence, the failure by Grantor to commence the required cure within such 30-day period and thereafter to continue the cure with diligence and to complete the cure within a reasonable time following said written notice from Beneficiary shall constitute an Event of Default.

9.3 Bankruptcy; Insolvency. The commencement by Grantor of a voluntary case under the federal bankruptcy laws or under other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Grantor in an involuntary case



under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; the appointment of, or consent by Grantor to the appointment of a receiver, trustee, or custodian of Grantor or of any of Grantor's property; an assignment for the benefit of creditors by Grantor or Grantor's failure generally to pay debts as such debts become due.

9.4 Breach of Promissory Note. The occurrence of an Event of Default as provided under the Promissory Note.

9.5 Prohibited Transfer. Grantor's breach of Section 12, below, shall constitute an immediate Event of Default hereunder, and Beneficiary may pursue all available remedies under Section 10, below, without first issuing a 30-day notice to Grantor under Section 9.2 above.

Section 10. Remedies Upon Event of Default. Upon the occurrence of an Event of Default, Beneficiary may take any one or more of the following actions:

10.1 Acceleration. Declare the entire balance of the principal and accrued interest, together with all other remaining sums under this Deed of Trust and the Promissory Note, immediately due and payable.

10.2 Foreclosure. With respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, or by judicial foreclosure; in either case in accordance with and to the full extent provided by Oregon law.

10.3 Possession. By receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness, Beneficiary may enter upon and take possession of the Property or any part, in its own name sue or otherwise collect rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, to the indebtedness, and in such order as Beneficiary may determine.

10.4 Other Remedies. Notwithstanding the preceding, Beneficiary may exercise any and all remedies available under Oregon law.

Section 11. Eminent Domain. In the event that any portion or all of the Property shall be taken under the right of eminent domain or condemnation, Beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid by Grantor in such proceedings, shall be paid to Beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts or discretionary review necessarily paid or incurred by Beneficiary in such proceedings and the balance applied to the indebtedness.



Section 12. Successor Interests. This Deed of Trust and the Promissory Note shall be binding upon and inure to the benefit of the parties, their heirs, legatees, devisees, administrators, executors, personal representatives and permitted successors, and assigns. However, no interest of Grantor in this Deed of Trust, the Promissory Note or the Property, shall be assigned, subcontracted, or otherwise transferred (whether for security purposes or otherwise), voluntarily or involuntarily, without the prior written consent of Beneficiary, which may be granted or withheld at Beneficiary's sole discretion, except that Grantor, upon notice to Beneficiary and subject to the terms hereof, may rent the Property under a written lease. Consent by Beneficiary to one transfer shall not constitute consent to subsequent transfers or a waiver of this Section 12. Any attempted assignment, sale, or transfer by Grantor, in violation of this Section 12, shall be void and of no effect with respect to Beneficiary and shall constitute an immediate Event of Default under this Deed of Trust and the Promissory Note.

Section 13. Prior Agreements. This Deed of Trust and the Promissory Note constitute the entire, final, and complete agreement(s) of the parties pertaining to financing of the purchase of the Property, and supersede and replace all prior or existing written and oral agreements between the parties relating to the Property.

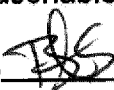
Section 14. Notices. Any notice under this Deed of Trust shall be in writing and given by delivering it or by mailing it by certified mail, return receipt requested, to Grantor at the address of the Property or to Beneficiary at the address designated, from time to time, for payments under the Promissory Note. Grantor or Beneficiary may designate another address from time to time by notice to the other as set forth above.

Section 15. Applicable Law. The parties agree that the laws of Oregon shall be applied in construing and enforcing this Deed of Trust and the Promissory Note.

Section 16. Costs and Attorney Fees. Subject to Grantor's rights under Oregon Deed of Trust law, if any litigation, arbitration or other action is brought to enforce or interpret any of the terms of this Deed of Trust or the Promissory Note, or if suit or action is instituted in a Bankruptcy Court for a United States District Court to seek relief from an automatic stay, to obtain adequate protection, or to otherwise assert the interest of Beneficiary in a bankruptcy proceeding, Grantor shall pay the reasonable attorney fees and costs and disbursements of Beneficiary and the Trustee upon hearing, trial and any appeal therefrom.

Section 17. Severability. If any provision of this Deed of Trust is found by a court of competent jurisdiction to be invalid or unenforceable as written, then such provision shall be reformed to the extent possible to reflect the original intent of the parties and such provision shall not affect the validity or enforceability of the remainder of this Deed of Trust.

Section 18. Acknowledgment. Grantor hereby acknowledges that: (a) Grantor was given an opportunity to either use this Deed of Trust and the Promissory Note forms, or have the forms prepared by one or more attorneys of his choice; (b) That by providing these forms, the forms provider is not engaging in the practice of law; (c) Grantor has had a reasonable opportunity to



have them reviewed by attorneys of their choice; (d) Beneficiary has not rendered any advice or recommendations regarding the specific financial or credit terms of this transaction; (e) Grantor is satisfied with, and understands, the terms contained in these forms; and (f) This Deed of Trust and the Promissory Note shall not be construed more strictly against any one party.

Section 19. Obligations. With respect to the Grantor or Beneficiary, if the context so requires, the singular shall be taken to mean and include the plural. The obligations of each individual Grantor hereunder are joint and several. The rights of the Beneficiary hereunder may be enforced by both or either of them individually.

Section 20. Waiver. Failure of Beneficiary at any time to require performance of any provision of this Deed of Trust or the Promissory Note shall not limit Beneficiary's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of the provision itself.

Section 21. Successor Trustee. Beneficiary may from time to time appoint a successor or successors to any Trustee named or to any successor Trustee appointed. Upon such appointment, and without conveyance to the successor Trustee, the latter shall be vested with all title, powers and duties conferred upon any Trustee named or appointed. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, which, when recorded in the records of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor Trustee.

WITNESS WHEREOF, the Grantor has caused this Deed of Trust to be executed below, and it shall become effective as of the date first set forth above.

GRANTOR:



BRANDON ADAMS SAVAGE

STATE OF OREGON)

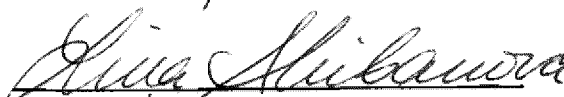
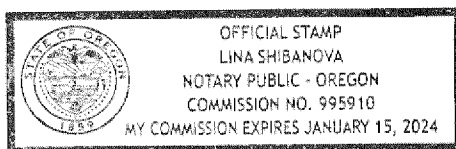
County of

MULTNOMAH

) ss.

BE IT REMEMBERED, that on this 18 day May, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **BRANDON ADAMS SAVAGE** who, known to me, acknowledged that he executed the foregoing instrument freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. Notary Public for Oregon My Commission Expires: JAN 15, 2024



Name: LINA SHIBANOVA Notary Public



EXHIBIT A
THE PROPERTY
LEGAL DESCRIPTION

Lot 1247, Tract 1446, RUNNING Y RESORT, PHASE 6, 3RD ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

Commonly known as: 4758 Harrier Drive, Klamath Falls, Oregon 97601
Tax ID Number: 891376

A handwritten signature in black ink, appearing to be 'BAS', is written over a horizontal line.