

After recording, please return to:  
Wright Van Handel, LLP  
1222 NE Fourth Street  
Bend, OR 97701

2023-005305

Klamath County, Oregon

06/29/2023 03:02:02 PM

Fee: \$107.00

## TRUST DEED

THIS TRUST DEED is made on the 1 day of July, 2022, between DEANNA MITCHELL (aka DEANNA GARREN) as Grantor, AMERITITLE INC. (or similar title company) as Trustee and WRIGHT VAN HANDEL, LLP as Beneficiary.

WHEREAS Grantor is indebted to Beneficiary in the principal amount of FIFTY THOUSAND AND 00/100ths DOLLARS (U.S. \$50,000.00) payable by June 30, 2023 with interest at 9% per annum beginning July 1, 2023, which debt is evidenced by a Promissory Note ("Note") dated the same date as this Trust Deed;

WHEREAS as a condition of the Deed Agreement and Promissory Note of the parties, Beneficiary has required and Grantor has agreed to execute and deliver this Trust Deed.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and for the purpose of securing the Obligations described in paragraph 1 below, Grantor irrevocably grants and conveys to Trustee, for the benefit and security of the Beneficiary, with power of sale and right of entry and possession, all of Grantor's right, title, and interest in the property located at: **431 Addison Street, Klamath Falls, Oregon, 97601**, and legally described as: **Lot 9, Block 67, Buena Vista Addition in Klamath County, Oregon.**

TOGETHER WITH all the improvements now or hereafter erected on the property and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Trust Deed. All of the foregoing are sometimes referred to below as the "Trust Property."

TO HAVE AND TO HOLD the Trust Property to Trustee and its successors and assigns for the benefit of Beneficiary and its successors and assigns, forever.

PROVIDED ALWAYS, that if all the Obligations (as defined in paragraph 1 below) shall be paid, performed, and satisfied in full, then the lien and estate granted by this Trust Deed shall be reconveyed.

TO PROTECT THE SECURITY OF THIS TRUST DEED, GRANTOR HEREBY AGREES AS FOLLOWS:

1. This Trust Deed secures the following, collectively referred to as the "Obligations:"
  - (a) The repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note;
  - (b) The performance of Grantor's covenants and agreements under this Trust Deed and the Note.
2. Grantor shall duly and punctually pay and perform all of the Obligations.

AMERITITLE has recorded this instrument by request as an accommodation and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

3. Grantor warrants that Grantor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Trust Property and that the Trust Property is unencumbered, except for encumbrances of record. Grantor warrants and will defend generally the title to the Trust Property against all claims and demands, subject to encumbrances of record.

4. Grantor shall obtain and maintain in full force and effect during the term of this Trust Deed risk property insurance in an amount not less than the full replacement cost of all improvements, without reduction for co-insurance. All proceeds from any insurance on the Trust Property shall be used in accordance with the provisions of paragraph 6.

5. After the occurrence of any casualty to the Trust Property, whether or not required to be insured against as provided in this Trust Deed, Grantor shall give prompt written notice of the casualty to Beneficiary, specifically describing the nature and cause of such casualty and the extent of the damage to the Trust Property. Beneficiary may make proof of loss if it is not made promptly and to Beneficiary's satisfaction by Grantor.

6. Subject to the rights of any superior mortgagee or trust deed beneficiary as provided in paragraph 23 below, Grantor assigns to Beneficiary all insurance proceeds that Grantor may be entitled to receive with respect to any casualty. Beneficiary may, at its sole option, apply the insurance proceeds to the reduction of the Obligations in such order as Beneficiary may determine, whether or not such obligations are then due, or apply all or any portion of the insurance proceeds to the cost of restoring and rebuilding the portion of the Trust Property that was damaged or destroyed. In the event that Beneficiary elects to apply the insurance proceeds to rebuilding and restoration, Beneficiary shall be entitled to hold the proceeds, and the proceeds shall be released only on such terms and conditions as Beneficiary shall require in its sole discretion, including but not limited to prior approval of plans and release of liens. No proceeds shall be released if Grantor is in default under this Trust Deed.

7. Should any part of or interest in the Trust Property be taken or damaged by reason of any public improvement, eminent domain, condemnation proceeding, or in any similar manner (a "Condemnation"), or should Grantor receive any notice or other information regarding such action, Grantor shall give immediate notice of such action to Beneficiary.

8. Subject to the right of any superior mortgagee or trust deed beneficiary, Beneficiary shall be entitled to all compensation, awards, and other payments or relief ("Condemnation Proceeds") up to the full amount of the Obligations, and shall be entitled, at its option, to commence, appear in, and prosecute any Condemnation proceeding in its own or Grantor's name and make any compromise or settlement in connection with such Condemnation. In the event the Trust Property is taken in its entirety by Condemnation, all Obligations secured by this Trust Deed, at Beneficiary's election, shall become immediately due and collectible.

9. Each of the following shall constitute an Event of Default under this Trust Deed and under the Note:

- (a) Failure of Grantor to pay the Obligations by the due date.
- (b) Failure of Grantor to perform or abide by any other covenant included in the Obligations, including without limitation those covenants in the Note and in this Trust Deed.

- (c) Grantor's default beyond the applicable grace periods in the payment of any other indebtedness owed by Grantor to any person, if such indebtedness is secured by all or any portion of the Trust Property.
- (d) The occurrence of any of the following with respect to the Grantor, any guarantor of the Obligations, or the then-owner of the Trust Property: (1) appointment of a receiver, liquidator, or trustee for any such party or any of its properties; (2) adjudication as a bankrupt or insolvent; (3) filing of any petition by or against any such party under any state or federal bankruptcy, reorganization, moratorium or insolvency law; (4) inability to pay debts when due; (5) any general assignment for the benefit of creditors; or (6) abandonment of the Trust Property.

10. If an Event of Default shall occur, Beneficiary or Trustee may exercise any one or more of the following rights and remedies, in addition to any other remedies that may be available by law, in equity or otherwise:

- (a) Beneficiary may declare all or any portion of the Obligations immediately due and payable.
- (b) Beneficiary may cure any default on any other indebtedness which is secured by all or any portion of the Trust Property.
- (c) Beneficiary may have a receiver appointed for the Trust Property. Beneficiary shall be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Trust Property exceeds the amount of the indebtedness secured by this Trust Deed. Employment by Trustee or Beneficiary shall not disqualify a person from serving as receiver. Grantor consents to the appointment of a receiver at Beneficiary's option and waives any and all defenses to such an appointment.
- (d) Beneficiary may, either through a receiver or as lender-in-possession, enter and take possession of all or any part of the Trust Property and use, manage, and control it as Beneficiary shall deem appropriate in its sole discretion. Upon request after an Event of Default, Grantor shall peacefully relinquish possession and control of the Trust Property to Beneficiary or any receiver appointed under this Trust Deed.
- (e) Beneficiary may direct Trustee, and Trustee shall be empowered, to foreclose the Trust Property by advertisement and sale under applicable law.
- (f) Beneficiary may judicially foreclose this Trust Deed and obtain a judgment foreclosing Grantor's interest in all or any part of the Trust Property and giving Beneficiary the right to collect any deficiency remaining due after disposition of the Trust Property.

11. In any sale under this Trust Deed or pursuant to any judgment, the Trust Property, to the extent permitted by law, may be sold as an entirety or in one or more parcels and in such order as Beneficiary may elect, without regard to the right of Grantor, any person claiming under Grantor, or any guarantor or surety to the marshaling of assets. The purchaser at any such sale shall take title to the Trust Property or the part thereof so sold, free and clear of the estate of Grantor, the purchaser being hereby discharged from all liability to see to the application of the purchase money. Any person, including Beneficiary, may purchase at any such sale. Beneficiary is irrevocably appointed Grantor's attorney-in-fact, with power of substitution, to make all

appropriate transfers and deliveries of the Trust Property or any portions thereof so sold and, for that purpose, Beneficiary may execute all appropriate instruments of transfer. Nevertheless, Grantor shall ratify and confirm, or cause to be ratified and confirmed, any such sale or sales by **executing and delivering or by causing to be executed and delivered, to Beneficiary or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of Beneficiary, for such purpose.**

12. All remedies under this Trust Deed are cumulative and not exclusive. Any election to pursue one remedy shall not preclude the exercise of any other remedy. An election by Beneficiary to cure any default under paragraph 10 shall not constitute a waiver of the default or of any of the remedies provided in this Trust Deed. No delay or omission in exercising any right or remedy shall impair the full exercise of that or any other right or remedy or constitute a waiver of the default.

13. Upon taking possession of all or any part of the Trust Property, Trustee, Beneficiary, or a receiver may:

- (a) Use and control the Trust Property and make expenditures for such purposes and for such maintenance and improvements as are deemed reasonably necessary.
- (b) Collect all rents, revenues, income, issues, and profits from the Trust Property and apply such sums to the reasonable expenses of use, maintenance, and improvements.
- (c) At its option, complete any construction in progress on the Trust Property, and in that connection pay bills, borrow funds, employ contractors, and make any changes in plans and specifications as it deems appropriate.
- (d) If the revenues produced by the Trust Property are insufficient to pay expenses, Beneficiary, Trustee, or the receiver may borrow or advance such sums upon such terms as it deems reasonably necessary for the purposes stated in this section. All advances shall bear interest, unless otherwise provided, at the rate set forth in the Note, and repayment of such sums shall be secured by this Trust Deed.

14. All proceeds realized from the exercise of the rights and remedies under paragraph 13 shall be applied as follows:

- (a) To pay all costs of exercising such rights and remedies, including the costs of maintaining and preserving the Trust Property, the costs and expenses of any receiver or lender-in-possession, the costs of any sale, and the costs and expenses provided for in paragraph 21 below.
- (b) To pay all Obligations, in such order as Beneficiary shall determine in its sole discretion.
- (c) The surplus, if any, remaining after satisfaction of all the Obligations shall be paid to the clerk of the court in the case of a judicial foreclosure proceeding, otherwise to the person or persons legally entitled to the surplus.
- (d) No sale or other disposition of all or any part of the Trust Property pursuant to this Trust Deed shall be deemed to relieve Grantor of any of the Obligations, except to the extent that the proceeds are applied to the payment

of such Obligations. If the proceeds of a sale, a collection, or other realization of or upon the Trust Property are insufficient to cover the costs and expenses of such realization and the payment in full of the Obligations, **Grantor shall remain liable for any deficiency to the fullest extent permitted by law.**

- (e) To the fullest extent permitted by law, Grantor waives the benefit of any existing or future stay, extension, or moratorium law that may affect **observance or performance of the provisions of this Trust Deed and any existing or future law providing for the valuation or appraisal of the Trust Property prior to any sale.**

**15. Time is of the essence with respect to all covenants and obligations of Grantor under this Trust Deed.**

**16. At any time upon the request of the Beneficiary, payment of Trustee's fees, if any, and presentation of this Trust Deed, without affecting liability of any persons for the payment of the Obligations, Trustee may reconvey, without warranty, all or any part of the Trust Property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any facts shall be conclusive proof of the truthfulness thereof.**

**17. Except as otherwise provided in this Trust Deed, all notices pertaining to this Trust Deed shall be in writing and may be delivered by hand, or mailed by first class, registered, or certified mail, return-receipt requested, postage prepaid, and addressed to the appropriate party. Any party may change its address for such notices from time to time by notice to the other parties. Notices given by mail in accordance with this paragraph shall be deemed to have been given upon the date of mailing; notices given by hand shall be deemed to have been given when actually received.**

**18. Beneficiary may substitute one or more trustees to execute the trust hereby created, and the new trustee(s) shall succeed to all the powers and duties of the prior trustee(s).**

**19. This Trust Deed shall be binding upon and inure to the benefit of the successors and assigns of Grantor, Trustee, and Beneficiary. If the Trust Property or any portion thereof shall at any time be vested in any person other than Grantor, Beneficiary shall have the right to deal with such successor regarding this Trust Deed, the Trust Property, and the Obligations in such manner as Beneficiary deems appropriate in its sole discretion, without notice to or approval by Grantor and without impairing Grantor's liability for the Obligations.**

**20. Grantor shall hold Beneficiary and Trustee and their respective agents and attorneys harmless from and indemnify them for any and all claims, demands, damages, liabilities, and expenses, including but not limited to attorney fees and court costs, arising out of or in connection with Trustee's or Beneficiary's interest under this Trust Deed, except Grantor shall not be liable for acts performed by Beneficiary or Trustee in violation of applicable law.**

**21. If Beneficiary refers the Obligations to an attorney for collection or seeks legal advice following a default; if Beneficiary is the prevailing party in any litigation instituted in connection with the Obligations; or if Beneficiary or any other person initiates any judicial or nonjudicial action, suit or proceeding in connection with the Obligations or the Trust Property (including but not limited to proceedings under federal bankruptcy law, eminent domain, under probate proceedings, or in connection with any state or federal tax lien), and an attorney is**

employed by Beneficiary to (1) appear in any such action, suit, or proceeding, or (2) reclaim, seek relief from a judicial or statutory stay, sequester, protect, preserve, or enforce Beneficiary's interests, then in any such event Grantor shall pay reasonable attorney fees, costs, and expenses incurred by Beneficiary or its attorney in connection with the above-mentioned events or any appeals related to such events, including but not limited to costs incurred in searching records, the cost of title reports, and the cost of surveyors' reports. Such amounts shall be secured by this Trust Deed and, if not paid upon demand, shall bear interest at the rate specified in the Note.

22. The Trust Deed and the validity, interpretation, performance, and enforcement of the Trust Deed shall be governed by the laws of the state of Oregon.

23. In the event that all or any portion of the Trust Property is subject to a superior mortgage or trust deed, the right of the Beneficiary with respect to insurance proceeds and Condemnation Proceeds as provided in paragraphs 6 and 8, and all other rights granted under this Trust Deed that have also been granted to such a superior mortgagee or trust deed beneficiary, shall be subject to the rights of the superior mortgagee or trust deed beneficiary. Grantor hereby authorizes all such superior mortgagees and their beneficiaries, on satisfaction of the indebtedness secured by their mortgage or trust deed, to remit all remaining insurance proceeds or Condemnation Proceeds and all other sums held by them to Beneficiary to be applied in accordance with this Trust Deed.

24. As used in this Trust Deed, the word *person* shall mean any natural person, partnership, trust, corporation, or other legal entity of any nature.

25. If any provision of this Trust Deed shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Trust Deed, and such other provisions shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Trust Deed.

GRANTOR

Deanna Mitchell  
Deanna Mitchell (aka Deanna Garren)

STATE OF OREGON   )  
  ) ss.  
County of Klamath   )

The foregoing instrument was acknowledged before me by Deanna Mitchell (aka Deanna Garren) this 1 day of July, 2022.



Jacquelyn Marie Paulson  
Notary Public for Oregon