

Oregon Escrow Services
PO Box 2062
Eugene, OR 97402

AMT 603799 AM

After recording return to: (Name, Address, Zip)
Oregon Escrow Services
PO Box 2062
Eugene, OR 97402
GRANTOR/TRUSTOR:
GOODFAITH MANAGEMENT, LLC
PO BOX 41212
EUGENE, OR 97404
TRUSTEE:
OREGON ESCROW SERVICES
PO BOX 2062
EUGENE, OR 97402
GRANTEE/BENEFICIARY:
GAURANG BUDHIRAJA
5111 WILLOW CLIFF LANE
SUGAR LAND, TX 77479

2023-007159
Klamath County, Oregon
08/21/2023 02:28:02 PM
Fee: \$97.00

Tax Acct # 301569 MAP #3809 029CA13900

Space Above Reserved for Recorder's Use

TRUST DEED

THIS TRUST DEED, made on this 18th day of August, 2023, between **GOOD FAITH MANAGEMENT, LLC An Oregon Limited Liability Company**, as Grantor, **OREGON ESCROW SERVICES**, as Trustee, and **GAURANG BUDHIRAJA**, as Beneficiary,

WITNESSETH

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in **KLAMATH County**, Oregon, described as:

SEE ATTACHED EXHIBIT "A"

together with all the singular tenements, hereditaments and appurtenances and all other rights, thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of **(\$72,000.00) SEVENTY TWO THOUSAND DOLLARS AND ZERO CENTS** with interest thereon, according to the terms of a promissory note of even date herewith, payable to the beneficiary or order and made payable by grantor, the final payment of principal and interest hereof, if not soon paid, to be due and payable **AUGUST 31, 2025**.

In the event the within described property, or any part thereof, or any Interest therein Is sold, agreed to be sold, conveyed, assigned or alienated by the Grantor without first having obtained the written consent or approval of the Beneficiary, then, at the Beneficiary's option, all obligations secured by this Instrument, irrespective of the maturity dates expressed therein, or herein, shall become Immediately due and payable.

Grantor agrees:

1. To protect, preserve and maintain the property In good condition and repair; not to remove or demolish any building or improvement therein; not to commit or permit any waste of said property.
2. To complete or restore promptly and In good and workmanlike manner any building or Improvement, which may be constructed, damaged or destroyed thereon, and pay when due all casts Incurred therefore.
3. To provide and continuously maintain Insurance on the buildings now or hereafter erected on the said property against loss or damage by fire and other hazards as the Beneficiary may require, In an amount not less than \$105,000/a, written by companies acceptable to the Beneficiary, with loss payable to Beneficiary; proof of Insurance shall be delivered to the Beneficiary as soon as Issued.
4. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property.
5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipt of payment to Beneficiary.
6. Should the Grantor fall to make payment of any taxes, assessments, Insurance premiums, liens or other charges payable by Grantor, either by direct payment or by providing Beneficiary with funds with which to make such payment, Beneficiary may, at its option, make payment thereof, and the amount so paid, with Interest at the rate set forth in the note secured hereby, together with the obligations of Grantor, described In paragraphs 7 and 8 of this Trust Deed section, shall be added to and become a part of the debt secured by this Trust Deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with Interest as aforesaid, the property herein before described, as well as the Grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described and all such payments shall be Immediately due and payable without notice, and the nonpayment thereof shall, at the option of the Beneficiary, render all sums secured by this Trust Deed Immediately due and payable and constitute a breach of this Trust Deed.
7. To pay all costs, fees and expenses of this trust Including the cost of title search, as well as the other costs and expenses of the Trustee incurred in connection with or in enforcing this obligation together with trustees' and attorneys' fees actually incurred,

8. To appear in and defend any action or proceeding purporting to affect the security rights or powers of Beneficiary or Trustee; and in any suit, action or proceeding in which the Beneficiary or Trustee may appear, including evidence of title and the Beneficiary's or Trustee's attorneys' fees. The amount of attorneys' fees mentioned in this paragraph 7 above in all cases shall be fixed by the trial court and in the event of an appeal from any Judgment or decree of the trial court, Grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the Beneficiary's or Trustee's attorneys' fees on such appeal.

NOTE: The Deed Trust Act provides that the Trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company, or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

*WARNING 12 USC1701/-S regulates and may prohibit exercise of this option.

The parties mutually agree:

1. In the event that any portion of the property is 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 attorneys' fees, both in the trial and appellate courts, necessarily paid or incurred by Beneficiary in such proceedings, be applied upon the indebtedness secured hereby; and Grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation promptly upon Beneficiary's request.
2. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting the deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.
3. Upon any default by Grantor hereunder, 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 or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees upon any indebtedness secured hereby, in such order as Beneficiary may determine.
4. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder, or invalidate any act done pursuant to such notice.
5. Upon default by Grantor in payment of any indebtedness secured hereby or in Grantor's performance of any agreement contained hereunder, time being of the essence with respect to such payment and/or performance, the Beneficiary may declare all sums secured hereby immediately due and payable. In such event Beneficiary, at its election, may proceed to foreclose this trust deed by advertisement and sale, or may direct the Trustee to pursue any other right or remedy, either at law or in equity, which the Beneficiary may have. In the event the Beneficiary elects to foreclose by advertisement and sale, the Beneficiary or the Trustee shall execute and cause to be recorded a written notice of default and election to sell the said described real property to satisfy the obligation secured hereby whereupon the Trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.752 to 86.809.
6. The Grantor and those persons authorized by ORS 86.778 may cure any default(s) 5 days before the date the Trustee has designated for sale. Any cure of default(s) shall require payment of or tendering performance and the payment of all costs and expenses actually incurred in enforcing the obligations of this Trust Deed, including, but not limited to, trustees' and attorneys' fees as authorized by law. In the absence of any such cure, the Trustee will enforce the obligations of this Trust Deed in accordance with paragraph 4 herein and as authorized and required by applicable law.
7. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of the sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.
8. When Trustee sells pursuant to the powers provided herein, Trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the Trustee and a reasonable charge by Trustee's attorney, (2) the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the Trustee in the trust deed as their interest may appear in the order of their priority and (4) the surplus, if any, to the Grantor or to his successor in interest entitled to such surplus.
9. Beneficiary may from time to time appoint a successor or successors to any Trustee named herein or to any successor trustee appointed hereunder. Upon such an appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any Trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

10. The trustee accepts the this trust when this deed, 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 grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee. The grantor covenants and agrees to and with the Beneficiary and the Beneficiary's successor In Interest that the Grantor is lawfully seized in fee simple of he real property and has a valid, unencumbered title thereto except as may be set forth In any addendum or exhibit attached hereto and that the grantor will warrant and forever defend the same against all persons whomsoever.

WARNING: Unless Grantor provides Beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, Beneficiary may purchase insurance at Grantor's expense to protect Beneficiary's interest. This insurance may, but need not, also protect Grantor's interest. If the collateral becomes damaged, the coverage purchased by Beneficiary may not pay ant claim made by or against Grantor. Grantor may later cancel the coverage by providing evidence that Grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchase by the Beneficiary, which cost may be added to Grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective data of coverage may be the date Grantor's prior coverage lapsed or the date Grantor failed to provide proof of coverage. The coverage Beneficiary purchased may be considerably more expensive than insurance Grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term Beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a Beneficiary herein. In construing this deed and whenever the context so requires the singular number includes the plural.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.

Good Faith Management, LLC, an Oregon limited liability company, Member
By: Blue Mountain Charitable Remainder Living Trust, An Oregon limited Liability Co, Member

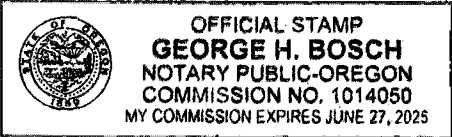
By: [Signature] TRUSTEE
Janis Vanags, Trustee

By: Full Service Tree & Landscape Maintenance, Inc, An Oregon Limited Liability Co Member

By: [Signature] PRESIDENT
Janis Vanags, President

State of Oregon
County of Lane

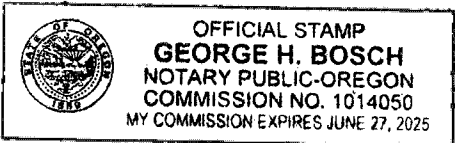
The foregoing instrument was acknowledged before me this 18th day of August, 2023, by **Janis Vanags, as Trustee of Blue Mountain Charitable Remainder Living Trust, An Oregon Limited Liability Co, Member of Good Faith Management, LLC, An Oregon Limited Liability Company.**



[Signature]
Notary Public in and for the State of Oregon
My commission expires: 6/27/2025

State of Oregon
County of Lane

The foregoing instrument was acknowledged before me this 18th day of August, 2023, by **Janis Vanags, as President of Full Service Tree & Landscape Maintenance, Inc, an Oregon Limited Liability Company, Member.**



[Signature]
Notary Public in and for the State of Oregon
My commission expires: 6/27/2025

EXHIBIT "A"

LEGAL DESCRIPTION: Real property in the County of KLAMATH, State of Oregon, described as follows:

Lot 2 in Block 16 of Fairview Addition No. 2, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.