

WHEN RECORDED RETURN TO:

BC RETIREMENT PLAN
PMB #341
800 NE Tenney Road, Suite 110
Vancouver, WA 98685

**DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY
AGREEMENT AND FIXTURE FILING**

January 5, 2024

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made among ANGEL JIMENEZ ALEJANDRES ("Grantor"), with an address of 309 NE 19th Ave, Canby, OR 97013 and FIRST AMERICAN TITLE INSURANCE COMPANY ("Trustee"), with an address of 1 SW Columbia Street, Ste 1600, Portland, OR 97204, for the benefit of BC RETIREMENT PLAN, its successors and assigns ("Beneficiary"), with an address of PMB #341, 800 NE Tenney Road Suite 110, Vancouver, WA 98685.

Grantor irrevocably grants, bargains, conveys, and sells to Trustee, and its successors and assigns, in trust, with power of sale and with right of entry and possession, that real property described as follows ("Real Property"):

County: Klamath

Address(es): 405 N 4th St, Klamath Falls, OR 97601 and 4470 S 6th St, Klamath Falls, OR 97603

Account No(s): 412342 and 519273

Map/Tax No(s): 3809-032BA-03500 and 3909-002CB-00300

Legal Description(s): See attached Exhibit A, Incorporated Herein

together with the following and all proceeds thereof:

(a) All rents, income, contract rights, issues and profits now due or which may become due under or by virtue of any lease, rental agreement or other contract, whether written or oral, for the use or occupancy of the Real Property, or any part thereof, together with all tenant security deposits, subject, however, to the right, power and authority hereinafter given to and conferred upon Grantor to collect and apply such rents, issues, income, contract rights, security deposits and profits prior to any default hereunder;

(b) All buildings and improvements now or hereafter thereon, and all appurtenances, easements, rights in party walls, water and water rights, pumps and pumping plants and all shares of stock evidencing the same;

(c) All fixtures and property now or hereafter attached to or used in the operation of the Real Property, including but not limited to machinery, equipment, appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse or garbage, all wallbeds, wallsafes, built-in furniture and installations, shelving, lockers, partitions, door stops, vaults, elevators, dumbwaiters, awnings, window shades, venetian blinds, light fixtures, fire hoses and brackets and boxes for same, fire sprinklers, alarm systems, drapery rods and brackets, screens, linoleum, carpets, plumbing, laundry tubs and trays, ice boxes, refrigerators, heating units, stoves, water heaters, incinerators, communication systems and all installations for which any such building is specifically designed;

(d) All awards, compensation and settlements in lieu thereof made as a result of the taking by power of eminent domain of the whole or any part of the Real Property;

(e) All trade names by which all or any part of the Real Property is known, any books and records relating to the use and operation of all or any portion of the Real Property, all present and future plans and specifications and contracts relevant to the design, construction, management or inspection of any construction of any improvements on the Real Property and all present and future licenses, permits, approvals and agreements with or from any municipal corporation, county, state or other governmental or quasi-governmental entity relevant to the development, improvement or use of all or any portion of the Real Property; and

(f) All rights of Grantor in and to any escrow or withhold agreements, surety bonds, warranties, management contracts, leasing or sales agreements with any real estate agents or brokers, and service contracts with any entity, which are in any way relevant to the development, improvement, leasing, sale or use of the Real Property or any personal property located thereon; and all of said items whether now or hereafter installed being hereby declared to be, for all purposes of this Deed of Trust, a part of the realty; and all the estate, interest or other claim or demand, including insurance, in law as well as in equity, which Grantor now has or may hereafter acquire, in and to the aforesaid property; the specific enumerations herein not excluding the general.

The Real Property and all of the foregoing shall constitute the "Property."

1. **Security.** This Deed of Trust is made for the purpose of securing, in such order of priority as Beneficiary may elect:

(a) Payment of the indebtedness in the sum of **ONE MILLION FIVE HUNDRED AND SIXTEEN THOUSAND DOLLARS (\$1,516,000.00)**, evidenced by a **Commercial Promissory Note** dated of even date herewith, with a maturity date of **January 1, 2025 ("Note")** signed by COLIMA APARTMENTS LLC and COLIMA CONSTRUCTION LLC and delivered to Beneficiary and payable to its order, and the **Guaranty** of the Note signed by Grantor, and any and all modifications, extensions or renewals thereof, whether hereafter evidenced by the Note, the Guaranty, or otherwise;

(b) Payment of interest on said indebtedness according to the terms of the Note and Guaranty;

(c) Payment of all other sums, with interest as herein provided, becoming due and payable under the provisions hereof to Trustee or Beneficiary;

(d) Performance of each and every condition, obligation, covenant, promise and agreement of Grantor contained herein, or in the Note and Guaranty or in any loan agreement relative to any indebtedness evidenced by the Note ("**Loan**"), or in any security agreement or deed of trust at any time given to secure any indebtedness hereby secured or any part thereof, but not including any environmental indemnification obligations; and

(e) Payment of such additional sums with interest thereon as may be hereafter advanced by or borrowed from the Beneficiary, its successors or assigns, by the then record owner or owners of the Property when evidenced by another promissory note or Note which are by the terms thereof secured by this Deed of Trust. To the extent permitted by law, any sums hereafter advanced by or borrowed from Beneficiary, its successors or assigns, shall have the same priority as the original sums advanced by Beneficiary and secured hereby.

2. **Grantor Covenants and Warranties.** Grantor hereby warrants and covenants that:

(a) Grantor is the owner in fee simple absolute of the Property and every part thereof;

(b) The Property is free, and will be kept free, from all liens and encumbrances, except those accepted by Beneficiary in writing, and Grantor will defend the title hereby granted to and in favor of Trustee and Beneficiary as against all and every person claiming or to claim the same;

(c) The Loan proceeds are not for use primarily for personal, family or household purposes, and the Loan is a commercial loan;

(d) To the best of Grantor's knowledge there are no Hazardous Substances (as defined below) located on the Property and Grantor will not place or permit to be placed on the Property any Hazardous Substances (as defined below), except in minor quantities as necessary for the operation and maintenance of the Property, used and stored in accordance with applicable law, or in the form of consumer products held for retail sale in sealed containers;

(e) The Property is zoned for the existing or contemplated use of the Property and Grantor will promptly effectuate the subdivision or partition of the Property in order to create a separate legal lot of record for the Real Property;

(f) The Property is in compliance with all zoning, subdivision, and environmental laws, regulations, and ordinances applicable thereto; all deed restrictions, subdivision and building ordinances and other applicable governmental laws (including the Fair Housing Act and the Americans With Disabilities Act, as each is amended from time to time) have been fully complied with; and Grantor has all licenses and permits required by governmental authorities with respect to the Property, its operation, improvement and use;

(g) The Property has indefeasible access to public rights of way as now improved and open to public passage, and is not encroached upon by improvements or rights of others, nor do the improvements on the Property encroach upon the property of others;

(h) There are no actions, lawsuits, or other proceedings pending or threatened against or affecting the Property or Grantor which might adversely affect the ability of Grantor to perform its obligations under the Note or other documents which evidence or secure the Loan ("**Loan Documents**"), or which might adversely affect the priority of Beneficiary's second lien on the Property;

(i) Consummation of the Loan secured hereby and performance under the Loan Documents will not conflict with or result in a breach of any law, regulation or court order applicable to Grantor or the Property;

(j) No condemnation proceeding is pending or, to the knowledge of Grantor, threatened with respect to the Property;

(k) There has been no material adverse change in the financial condition of Grantor which might adversely affect the ability of Grantor to perform its obligations under the Loan Documents, or which might adversely affect the priority of Beneficiary's second lien on the Property; and

(l) All services and utilities, such as water, electricity and sewer, are available to the Property.

As used in this Deed of Trust, Hazardous Substances means: (i) any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 *et seq.*), as amended from time to time, and regulations promulgated thereunder; (iii) radon, asbestos, polychlorinated biphenyls (PCB's), explosives, radioactive substances, and material quantities of petroleum products; (iv) any substance the presence of

which on the Property is regulated by any federal, state or local law relating to the protection of the environment or public health; and (v) any other substance which by law requires special handling in its collection, storage, treatment or disposal.

3. Payment of Indebtedness; Performance of Covenants; Appointment of Beneficiary as Attorney-in-Fact.

(a) Grantor shall pay each and every installment of principal and interest on the Guaranty and all other indebtedness secured hereby, as and when the same shall become due, and perform and observe all of the covenants, agreements and provisions contained herein, in the Guaranty and any other instrument given as security for the payment of the Guaranty.

(b) Grantor hereby and irrevocably, with a present interest, appoints Beneficiary as its attorney-in-fact with full power of attorney as agent on behalf of Grantor to perform all of Grantor's obligations, covenants, and agreements contained herein or in the Loan Agreement; to take possession of, manage, administer, operate, maintain, improve and control the Property consistent with the Loan Documents, to insure and keep the same insured and to pay any and all taxes, charges and assessments that may be levied or imposed upon thereof; to collect and receive any money, property, debts or claims whatsoever, as are now or shall hereafter become due, owing and payable or belonging to Grantor with respect to the Property and to give receipts, acquittances or other sufficient discharge for any of the same; to grant, sell, mortgage, pledge, grant security interests in, consign, lease or hypothecate the Property after an Event of Default; and to otherwise deal in and with the Property after an Event of Default. Grantor agrees to execute such other documents to effectuate the purposes of this paragraph and the remaining provisions of this Deed of Trust.

4. Maintenance; Compliance; Inspection. Grantor shall: (a) keep the Property in good condition and repair; (b) not permit or suffer any extraordinary repairs or removal or demolition of, or a structural change in any building, fixture, equipment, or other improvement on the Property; (c) comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property or requiring any alteration or improvements to be made thereon (including the Fair Housing Act and the Americans With Disabilities Act, as each is amended from time to time); (d) not commit or permit waste thereon; (e) not commit, suffer or permit any act upon the Property in violation of law; (f) cultivate, irrigate, fertilize, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumeration herein not excluding the general; and (g) keep the Property free from all encumbrances, except those accepted by Beneficiary in writing. Grantor shall permit Beneficiary, or its agents, upon reasonable prior notice, to inspect the Property, including the interior of any structure.

5. Hazardous Waste and Substances; Environmental Requirements.

(a) Grantor shall comply with all laws, governmental standards and regulations applicable to Grantor or to the Property in connection with occupational health and safety, hazardous waste and substances, and environmental matters. Grantor shall promptly notify Beneficiary of its receipt of any notice of: (i) a violation of any such law, standard or regulation; (ii) all claims made or threatened by any third party against Grantor or the Property relating to any loss or injury resulting from any Hazardous Substances; and (iii) Grantor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any environmental law. The use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Property of Hazardous Substances by Grantor, Grantor's agents, or any tenant or sublessee occupying part or all of the Property, except in minor quantities as necessary for the operation and maintenance of the Property, used and stored in accordance with applicable law, or in the form of consumer products held for retail sale in sealed containers, shall be an Event of Default (defined below) under this Deed of Trust, and Grantor shall not engage in or permit such activities or events to occur upon the Property.

(b) Grantor shall defend, indemnify and hold Beneficiary, its directors, officers, employees, agents, successors and assigns harmless from all loss, cost, damage, claim and expense (including attorney fees and costs, whether incurred at trial, on appeal, discretionary review or otherwise) incurred by Beneficiary in connection with the falsity in any material respect of the covenants contained herein or of Grantor's failure to perform the obligations of this paragraph.

(c) Grantor agrees that a receiver may be appointed to enable Beneficiary to enter upon and inspect the Property for the purpose of determining the existence, location, nature and magnitude of any past or present release or threatened release of any hazardous substance into, onto, beneath or from the Property. Any costs incurred by Beneficiary in obtaining the appointment of a receiver and performing the inspections, including reasonable attorney fees (whether incurred at trial, on appeal, discretionary review or otherwise), shall be paid by Grantor. If not paid within ten (10) days after such fees, costs and expenses become due and written demand for payment is made upon Grantor, such amount may, at Beneficiary's option, be added to the Principal Balance of the Note ("**Principal Balance**") and shall bear interest at the Default Rate (defined below).

6. **Casualty Loss/Restoration Construction.** Grantor shall promptly commence and diligently pursue to completion the repair, restoration and rebuilding of any portion of the Property that has been partially damaged or destroyed in full compliance with all legal requirements and to the same condition, character and at least equal value and general utility as nearly as possible to that existing prior to such damage or destruction.

7. **Insurance.** Grantor shall obtain and maintain in full force and effect during the term of this Deed of Trust such insurance as Beneficiary may reasonably require from time to time by notice to Grantor, including, without limitation, insurance providing (i) protection against fire, extended coverage and other all risk perils, including flood (where required) and other coverage as deemed appropriate by Beneficiary from time to time, with endorsements for waiver of subrogation, replacement cost coverage, inflation adjustment, and vandalism and malicious mischief coverage, all in amounts not less than the full replacement cost of all improvements including the cost of debris removal, and (ii) comprehensive general public liability coverage with a broad form coverage endorsement with limits of \$2,000,000 for aggregate liability and a single limit of \$1,000,000. If any portion of the fire and other risks insured as provided herein are reinsured, the policies shall contain a so-called "cut-through" endorsement. The policies shall contain (i) a standard Beneficiary clause naming Beneficiary as the second Beneficiary with loss proceeds under the policies payable to Beneficiary, and (ii) a waiver of subrogation endorsement as to Beneficiary.

8. **Defense.** Grantor shall appear in and defend any action or proceeding purporting to affect the Property or any other security for the Note or the rights or powers of Beneficiary or of Trustee and shall pay all costs and expenses, including cost of evidence of title and attorney's fees (whether incurred at trial, on appeal, discretionary review or otherwise) in a reasonable sum, in any such action or proceeding, or appeal therefrom, in which Beneficiary or Trustee may appear.

9. **Taxes and Assessments.** Grantor shall pay, at least ten (10) days before the due date, all taxes and assessments affecting the Property or upon this Deed of Trust or the debt secured thereby, or against Beneficiary by reason of the ownership of this Deed of Trust and the Note, or either of them, including assessments on appurtenant water stock. Grantor shall also pay, when due, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto and shall deliver to Beneficiary upon request the official receipt or receipts showing payment thereof and recorded releases therefor, and shall pay all costs, fees and expenses of this Deed of Trust. The foregoing shall not in any way constitute the consent of Beneficiary to Grantor placing, or allowing to be placed, any encumbrances, charges, or liens against the Property, whether superior or inferior to the liens, rights, and security interests created in this Deed of Trust.

10. **Security Agreement.**

(a) Grant of Security Interest. With respect to any portion of the Property which constitutes personal property or fixtures governed by the Uniform Commercial Code of the State where the Property is located ("**Code**"), this Deed of Trust shall constitute a security agreement between Grantor as Debtor and

Beneficiary as Secured Party, and Grantor hereby grants to Beneficiary a security interest in such portion of the Property. Cumulative of all other rights of Beneficiary hereunder, Beneficiary shall have all of the rights conferred upon secured parties by the Code. Grantor shall execute and deliver to Beneficiary all financing statements that may from time to time be required by Beneficiary to establish and maintain the validity and priority of the security interest of Beneficiary, or any modification thereof, and shall bear all costs and expenses of any searches reasonably required by Beneficiary.

(b) Rights of Beneficiary. Beneficiary may exercise any or all of the remedies of a secured party available to it under the Code with respect to such property, and it is expressly agreed that if, upon default, Beneficiary shall proceed to dispose of such property in accordance with the provisions of the Code, ten (10) days' written notice by Beneficiary to Grantor shall be deemed to be reasonable notice under any provision of the Code requiring such notice; provided, however, that Beneficiary may, at its option, dispose of such property in accordance with Beneficiary's rights and remedies with respect to the real property pursuant to the provisions of this Deed of Trust, in lieu of proceeding under the Code.

(c) Change in Grantor's Name. Grantor shall give advance notice in writing to Beneficiary of any proposed change in Grantor's name, identity, or corporate structure and shall execute and deliver to Beneficiary, prior to or concurrently with the occurrence of any such change, all additional financing statements that Beneficiary may require to establish and maintain the validity and priority of Beneficiary's security interest with respect to any Property described or referred to herein.

(d) Fixture Filing. With respect to those items of the Property that are or will become fixtures upon the Property, this Deed of Trust shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Property is situated. Information concerning the security interest created by this instrument may be obtained from Beneficiary, as Secured Party, at the address of Beneficiary stated below. The mailing address of Grantor, as Debtor, is as stated below.

11. **Assignment of Licenses, Permits, and Contracts.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby, to the fullest extent permitted by law, assign, transfer and set over unto the entire interest of Grantor now existing or hereafter acquired in or arising out of or in relation to: (i) any and all licenses, permits, authorizations, consents and approvals (collectively, the "Permits") now or hereafter issued by any and all governmental instrumentalities and authorities in connection with the construction, operation, use or occupancy of the improvements on the Property, (ii) any and all contracts, equipment leases, instruments, warranties, or agreements in connection with the acquisition, development, construction, operation, management, use or occupancy of the improvements on the Property, including without limitation, any architect contract, the general contract, developer contract, engineer contract, and the plans for any improvements (collectively, the "Contracts"); and (iii) all products, replacements and proceeds of, and accessions and additions to, any of the foregoing. Grantor hereby appoints Beneficiary its true, lawful and irrevocable attorney in fact (coupled with an interest), effective upon the occurrence of an Event of Default, to demand, receive and enforce any and all rights, interests and benefits accruing to Grantor under the terms of the Permits and the Contracts and to sue, either in the name of Grantor or in the name of Beneficiary, or both, in connection with such rights, interests and benefits set forth in the Permits and the Contracts. Until an Event of Default has occurred, Grantor may continue to demand, receive and enforce all rights, interests and benefits under and in accordance with the terms of the Permits and the Contracts.

12. **Application of Insurance or Condemnation Proceeds.** All sums paid under any insurance policy or condemnation award shall be paid to the Beneficiary. Beneficiary agrees to allow the use of sums paid for repair and reconstruction of the Property provided: (a) There exists no default or other event which with the passing of time or the giving of notice or both would constitute a default under the Note or this Deed of Trust; (b) All proceeds and additional funds deposited by the Grantor with Beneficiary prior to the commencement of any repair or reconstruction are adequate, as determined by Beneficiary, to complete repair and reconstruction of the Property pursuant to plans and specifications approved by Beneficiary; (c) Disbursement procedures acceptable to Beneficiary are in place; and (d) Beneficiary shall have received acceptable estoppels, consents and assurances from

municipal authorities, tenants in the Property, and others, as Beneficiary may request. If the above conditions are not satisfied as to the application of the proceeds or any awards, Beneficiary may apply the same (after first deducting therefrom Beneficiary's reasonable expenses incurred in collecting the same, including but not limited to reasonable attorneys' fees (whether incurred at trial, on appeal, discretionary review or otherwise) to the reduction of the outstanding amounts due under the Note.

13. **Non-Waiver.** No waiver of any default on the part of Grantor or breach of any of the provisions of this Deed of Trust or of any other instrument executed in connection with the indebtedness secured hereby shall be considered a waiver of any other or subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time.

14. **Release.** When all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note for cancellation and retention, Beneficiary shall release the lien of this Deed of Trust.

15. **Assignment of Rents.** Grantor hereby immediately assigns to Beneficiary absolutely, not only as collateral, the present and future rents, income, issues and profits of the Property and hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of this Deed of Trust, to collect the rents, income, issues and profits of the Property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, income, issues and profits as they become due and payable. Upon any such 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, the solvency of Grantor, or the presence of waste or danger of loss or destruction of the Property, enter upon and take possession of the Property, or any part thereof, and any personal property in which Beneficiary has a security interest as additional security for the indebtedness secured by this Deed of Trust, and may, in its own name, (i) sue for or otherwise collect such rents, income, 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 (whether incurred at trial, on appeal, discretionary review or otherwise), upon any indebtedness secured hereby, and in such order as Beneficiary may determine, and (ii) lease the Property. Grantor shall be deemed to have consented to the appointment of a receiver as a matter of Beneficiary's right, without bond and without regard to the adequacy of any security for the indebtedness hereby secured, the solvency of Grantor, or the presence of waste or danger of loss or destruction of the Property.

In the exercise of any of the foregoing rights and powers, Beneficiary shall not be liable to Grantor for any loss or damage thereby sustained unless due solely to the willful misconduct of Beneficiary. The entering upon and taking possession of the Property, the collection of such rents, income, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. To the extent the provisions of this paragraph are inconsistent with the terms of a separate Assignment of Lessor's Interest in Leases, if any, the terms of the Assignment of Lessor's Interest in Leases shall control. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Property or any part thereof, Beneficiary is not and shall not be deemed to be: (a) a "mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of the lessor under any Lease; (c) responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair or control of the Property; or (d) liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it. In exercising its rights under this provision, Beneficiary shall be liable only for the proper application of and accounting for the Rents collected by Beneficiary or its agents."

16. **Beneficiary's Right to Cure and Defend.** Should Grantor fail to make any payment or to do any act as provided in this Deed of Trust, in the Note or Guaranty or in any other instrument securing the Note, Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, and Grantor authorizes Beneficiary or Trustee to enter upon the Property for such purpose. Beneficiary and/or Trustee may, at any time prior to full payment of all sums secured by this Deed of

Trust: appear in and defend any action or proceeding purporting to affect the security hereof 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 to the liens, rights and security interests created in this Deed of Trust; and, in exercising any power conferred by this Deed of Trust, pay necessary expenses, employ counsel and pay reasonable fees therefor (including fees on appeal). Grantor agrees to repay immediately and without demand all sums so expended by Beneficiary or Trustee with interest from date of expenditure at the Default Rate as herein provided.

17. **Default; Acceleration; Default Rate.** Time is material and of the essence hereof with respect to the payment of any sums of any nature by and the performance of all duties or obligations of Grantor. Each of the following shall be an “Event of Default” under this Deed of Trust:

- (a) Failure to make any payment of principal and/or interest or any other payment required by the provisions of the Note, the Guaranty, this Deed of Trust, or any other instrument securing the Note on the date such payment or payments are due;
- (b) Failure to perform or default under any provision of the Note, the Guaranty, the Loan Agreement, this Deed of Trust, or any other instrument securing the Note;
- (c) A proceeding under any bankruptcy, receivership or insolvency law is instituted by or against Grantor;
- (d) The making of an assignment for the benefit of creditors by Grantor;
- (e) The imposition upon Beneficiary, under any laws, of what Beneficiary may deem to be a substantial tax upon Beneficiary by reason of its interest in this Deed of Trust (unless Grantor may lawfully pay such tax and does so); or
- (f) If any warranty contained in this Deed of Trust is false in any material respect or any representation, warranty or information furnished by the Grantor or its agents to Beneficiary in connection with the indebtedness secured hereby is false in any material respect.

Any default under this Deed of Trust shall constitute a default under the Note and under all other security instruments securing the Note. Any default under such other security instruments shall constitute a default under this Deed of Trust. Upon default, Beneficiary may declare all sums secured hereby immediately due and payable. Any sum not paid as provided herein or in the Note or any other security instrument securing the Note shall bear interest from such due date at a rate of interest provided in the Note (“Default Rate”).

18. **Foreclosure; Power of Sale.** Beneficiary may foreclose this Deed of Trust like a mortgage and obtain a decree foreclosing Grantor’s interest in all or any part of the Property. Beneficiary may also direct Trustee, and Trustee shall be empowered, to foreclose the Property by advertisement and exercise of sale under applicable law. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Oregon is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

19. **Attorney Fees; Proceeds of Sale.** If foreclosure is made by Trustee, reasonable attorney fees (whether incurred at trial, on appeal, discretionary review or otherwise) for services in the supervision of foreclosure proceedings shall be allowed by Trustee as part of the costs of foreclosure. After deducting all costs, fees and expenses of Trustee and of this Deed of Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the Default Rate as herein provided; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

20. **Expenses and Attorney Fees.** If Beneficiary refers the Note or Guaranty to an attorney for collection or seeks legal advice following a default alleged in good faith under the Note; if Beneficiary is the prevailing party in

any litigation instituted in connection with the Note; or if Beneficiary or any other person initiates any judicial or nonjudicial action, suit or proceeding in connection with the Note or Guaranty, the indebtedness evidenced thereby or the security therefor (including, but not limited to, an action to recover possession of the Property after foreclosure), and an attorney is employed by Beneficiary to (a) appear in any such action, suit or proceeding, or (b) reclaim, seek relief from a judicial or statutory stay, sequester, protect, preserve or enforce Beneficiary's interest in the Note, Guaranty, the Deed of Trust or any other security for the Note (including but not limited to proceedings under federal bankruptcy law, in eminent domain, under probate proceedings, appellate reviews, or in connection with any state or federal tax lien), then, in any such event, to the extent allowed by law, Grantor shall pay attorney fees and costs and expenses incurred by Beneficiary and/or its attorney in connection with the above-mentioned events (whether incurred at any trial, on appeal, discretionary review or otherwise) related to such events, including but not limited to costs incurred in searching records, the cost of title reports, the cost of appraisals, the cost of surveyors' reports and the cost of environmental surveys. Grantor acknowledges and agrees that such fees and expenses shall be deemed to be advances to protect Beneficiary's interest in the Property, and may be charged and collected from Grantor in connection with a reinstatement following a default hereunder. If not paid within ten (10) days after such fees, costs and expenses become due and written demand for payment is made upon Grantor, such amount may, at Beneficiary's option, be added to the principal of the Note and shall bear interest at the Default Rate.

21. **Binding Effect; Waiver of Defenses; Interpretation.** 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 right to plead any Statute of Limitations in any suit brought upon the Note, Guaranty, or the indebtedness thereby evidenced or to foreclose or enforce this Deed of Trust or arising therefrom or by reason of any default of Grantor, is hereby waived to the full extent permissible by law. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

22. **Due on Sale or Encumbrance.** In the event of a sale, conveyance, transfer or encumbrance, directly or indirectly, either voluntarily, involuntarily or by operation of law, of the title to or possession of all or part of the Property (a "Transfer"), without the consent of Beneficiary, Beneficiary may declare the entire Principal Balance of the Note immediately due and payable. In such event, and to the extent permitted by law, a prepayment fee calculated in accordance with the prepayment provisions of the Note shall be added to the sum due and payable.

23. **Deficiency.** GRANTOR CONSENTS TO A PERSONAL DEFICIENCY JUDGMENT FOR ANY PART OF THE DEBT HEREBY SECURED WHICH SHALL NOT BE PAID BY THE SALE OF THE PROPERTY, UNLESS SUCH JUDGMENT IS PROHIBITED BY LAW.

24. **Waiver of Rights Regarding Property.** GRANTOR HEREBY RELEASES AND WAIVES: (A) ALL RIGHTS TO ANY HOMESTEAD EXEMPTION IN THE PROPERTY; (B) ALL RIGHTS OF DOWER AND CURTSEY IN THE PROPERTY; AND (C) ALL RIGHTS TO POSSESSION OF THE PROPERTY DURING ANY PERIOD ALLOWED BY LAW FOR REDEMPTION.

25. **Waiver of Right to Marshal.** Grantor, for Grantor and for all persons hereafter claiming through or under Grantor or who may at any time hereafter become holders of liens junior to the lien of this Deed of Trust, hereby expressly waives and releases all rights to direct the order in which any of the Property shall be sold in the event of any sale or sales pursuant hereto and to have any of the Property and/or any other property now or hereafter constituting security for any of the indebtedness secured hereby marshaled upon any foreclosure of this Deed of Trust or of any other security for any of said indebtedness.

26. **Severability and Notices.**

(a) In the event any provision contained in this Deed of Trust shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(b) All notices or other communications required or permitted by this Deed of Trust must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered: upon actual receipt if delivered personally, by email, fax, or by a nationally recognized overnight delivery service; or at the end of the third business day after the date of deposit, if deposited in the United States mail, postage pre-paid.

27. Governing Law and Venue.

(a) The law of the State of Oregon shall govern the validity, interpretation, construction and performance of this Deed of Trust.

(b) ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT WILL BE LITIGATED IN ANY STATE OR FEDERAL COURT LOCATED IN OREGON THAT BENEFICIARY MAY ELECT. EACH PARTY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE, OR FEDERAL COURT LOCATED IN SUCH FORUMS STATED ABOVE, AND WAIVES ANY ARGUMENT THAT SUCH FORUMS ARE INCONVENIENT.

28. Successor Trustee. Beneficiary at any time and from time to time, by instrument in writing, may substitute and appoint a successor or successors (either corporate or individual) to any trustee named herein or previously substituted hereunder, which instrument when executed, acknowledged, and recorded in the office of the Recorder of the county or counties where the Property is situated shall be conclusive proof of the proper substitution and appointment of each such successor trustee or trustees, who shall then have all the title, powers, duties and rights of the predecessor trustee, without the necessity of any conveyance from such predecessor. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

29. Dissemination of Information. If Beneficiary determines at any time to sell, transfer or assign the Note or this Deed of Trust and the other security documents, and any or all servicing rights with respect thereto, or to grant participations therein, Beneficiary may provide to any prospective purchaser, transferee, assignee, participant or rating agency and their agents and successors, all documents and information Beneficiary now has or may hereafter acquire relating to this Loan, Grantor, any guarantors and/or indemnitors, if applicable, and the Property.

30. ERISA. Grantor shall not engage in any transaction which could cause this loan or any action taken hereunder to be a non-exempt prohibited transaction under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Grantor is not an employee benefit plan or a governmental plan under ERISA. Grantor's assets do not constitute plan assets under ERISA. Grantor shall indemnify and hold Beneficiary harmless for any and all ERISA or state-related liability or losses.

31. Non-Foreign Person. Grantor is not a "foreign" person as defined by the IRS.

32. Entire Agreement. This Deed of Trust, the Note, the Guaranty, and any other security agreements securing the Note or documents evidencing the Loan constitute the entire and complete agreement of the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous understandings, arrangements and commitments, all of which, whether oral or written, are merged herein. This Deed of Trust shall bind and inure to the benefit of the parties to this Deed of Trust and any heir, executor, administrator, successor or assignee thereof acquiring an interest hereunder.

33. LAND USE STATUTORY WARNING. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND

REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

34. Insurance Warning.

UNLESS YOU PROVIDE US WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY OUR CONTRACT OR LOAN AGREEMENT, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPERTY COVERAGE ELSEWHERE.

YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR CONTRACT OR PRINCIPAL LOAN BALANCE. IF THE COST IS ADDED TO YOUR CONTRACT OR PRINCIPAL LOAN BALANCE, THE INTEREST RATE ON THE UNDERLYING CONTRACT OR LOAN WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR THE DATE YOU FAILED TO PROVIDE PROOF OF COVERAGE.

THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY MANDATORY LIABILITY INSURANCE REQUIREMENTS IMPOSED BY APPLICABLE LAW.

35. Waiver of Jury Trial.

THE BENEFICIARY BY ITS ACCEPTANCE HEREOF AND THE GRANTOR HEREBY VOLUNTARILY, KNOWINGLY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS DEED OF TRUST OR CONCERNING THE INDEBTEDNESS EVIDENCED HEREBY AND/OR ANY COLLATERAL SECURING SUCH INDEBTEDNESS, REGARDLESS OF WHETHER SUCH ACTION OR PROCEEDING CONCERNS ANY CONTRACTUAL OR TORTIOUS OR OTHER CLAIM. THE GRANTOR ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE BENEFICIARY IN EXTENDING CREDIT TO THE GRANTOR, THAT THE BENEFICIARY WOULD NOT HAVE EXTENDED SUCH CREDIT WITHOUT THIS JURY TRIAL WAIVER, AND THAT THE GRANTOR HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER.

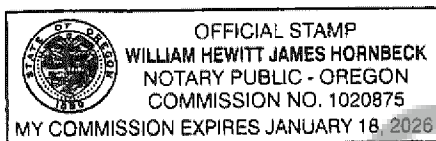
36. ATTORNEYS. EACH PARTY HAS HAD THE OPPORTUNITY TO HAVE THIS DEED OF TRUST AND ANY RELATED AGREEMENTS REVIEWED, REVISED, AND APPROVED BY QUALIFIED LEGAL COUNSEL, OR HAS KNOWINGLY WAIVED SUCH PARTY'S RIGHT TO DO SO.

IN WITNESS WHEREOF, the Grantor has executed this Deed of Trust effective as of the date and year first above written.

Angel Jimenez
ANGEL JIMENEZ ALEJANDRES

STATE OF OREGON)
COUNTY OF Clatsop) ss.

The foregoing instrument was acknowledged before me this 5 day of January, 2024, by Angel Jimenez Alejandres.



Will
Notary Public

EXHIBIT "A"

County: Klamath
Address: 405 N 4th St, Klamath Falls, OR 97601
Account No: 412342
Map/Tax No: 3809-032BA-03500
Legal Description:

Lot 6 in Block 47 of FIRST ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

County: Klamath
Address: 4470 S 6th St, Klamath Falls, OR 97603
Account No: 519273
Map/Tax No: 3909-002CB-00300
Legal Description:

Parcel 1 of Land Partition 10-01, in Northwest 1/4 Southwest 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.