

After recording, return to

Jack Platt
11070 Oak Hill Rd
Independence, OR 97351

Until a change is requested, all tax statements
shall be sent to the following address:

Jack Platt
11070 Oak Hill Rd
Independence, OR 97351

Trust Deed

This TRUST DEED, made this 13 day of March, 2024, between **Jack Platt and Marilyn Platt, as husband and wife**, and **Kara Kasbergen**, collectively as Grantor, **AmeriTitle, LLC d/b/a AmeriTitle**, a Delaware limited liability company, as Trustee, and **Shirley Gresham, Trustee of the Gresham Family Trust dated September 11, 1997**, as Beneficiary,

WITNESSETH:

Each Grantor irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, each Grantor's undivided one-half interest in that certain real property located in Klamath County, Oregon, described as:

See Exhibit A

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

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of Four Hundred Twenty-Five Thousand and 00/100 Dollars (\$425,000.00), with interest thereon according to the terms of a promissory note (the "Note") effective March 11, 2024 and that certain Farms, Ranches, Acreage & Natural Resource Property Real Estate Sale Agreement dated February 7, 2024 by and between Grantor and Beneficiary (the "Sale Agreement"), the final payment of principal and interest hereof, if not sooner paid, to be due and payable pursuant to the terms of the Note.

The date of maturity of the debt secured by this instrument is May 1, 2044, on which the final installment of said Note becomes due and payable. 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 Grantor without first having obtained the written consent or approval of Beneficiary, then, at Beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

To protect the security of this Trust Deed, Grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair, reasonable wear and tear excepted.
2. To not remove or demolish any building or improvement thereon.
3. To not commit or permit any waste of said property.
4. 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 costs incurred therefor.
5. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property.
6. If Beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as Beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by Beneficiary.
7. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as Beneficiary may from time to time require, in an amount not less than the amount sufficient to cover the cost of rebuilding the improvements existing on the property as of the date of this Trust Deed, written in companies acceptable to Beneficiary, with loss payable to the latter. All policies of insurance shall be delivered to Beneficiary as soon as insured. If Grantor shall fail for any reason to procure any such insurance and to deliver said policies to Beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, Beneficiary may procure the same at Grantor's expense. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected, or any part thereof, may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

WARNING

Unless Grantor provides Beneficiary with evidence of the insurance coverage as required by this Trust Deed, 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 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 that Grantor has obtained property coverage elsewhere.

Grantor is responsible for the cost of any insurance purchased by Beneficiary. The cost of this insurance may be added to Grantor's loan balance. If the cost is added to Grantor's loan balance, the interest rate on the underlying Note will apply to this added amount. The effective date

of coverage may be the date on which Grantor's prior coverage lapsed or the date on which Grantor failed to provide proof of coverage.

The coverage that Beneficiary purchases may be considerably more expensive than insurance that Grantor can obtain on its own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

8. To keep said premises free from construction or other 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 receipts therefor to Beneficiary. Should Grantor fail 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, but is not obligated to, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this Trust Deed, 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 hereinbefore described, as well as 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 Beneficiary, render all sums secured by this Trust Deed immediately due and payable and constitute a breach of this Trust Deed.

9. 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 Trustee incurred in connection with or in enforcing this obligation and Trustee's and attorney's fees actually incurred. Notwithstanding the foregoing, the Grantor and Beneficiary agree that all costs, fees, and expenses incurred in the preparation of this Trust Deed, including any recording fees, shall be split equally between Grantor and Beneficiary.

10. 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 Beneficiary or Trustee may appear, including any suit for the foreclosure of this Trust Deed, to pay all costs and expenses, including evidence of title and Beneficiary's or Trustee's attorney's fees. The amount of attorney's fees mentioned in this paragraph 10 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 Beneficiary's or Trustee's attorney's fees on such appeal.

It is mutually agreed that:

11. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, Beneficiary shall have the right, if Beneficiary 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 or incurred 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, necessarily paid or incurred by Beneficiary in such proceedings, and the balance 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.

12. At any time and from time to time upon written request of Beneficiary, payment of Beneficiary fees and presentation of this Trust 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 this Trust Deed or the lien or charge thereof; or (d) reconvey, without warranty, all or any part of the property. 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.

13. 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 said property or any part thereof, in Trustee's 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 attorney's fees upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

14. The entering upon and taking possession of said 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.

15. Upon default by Grantor in payment of any indebtedness secured hereby, specifically including the indebtedness under the Note, or in Grantor's performance of any agreement hereunder, specifically including the Sale Agreement, time being of the essence with respect to such payment and/or performance, Beneficiary may declare all sums secured hereby immediately due and payable. In such an event Beneficiary, at Beneficiary's election, may proceed to foreclose this Trust Deed in equity as a mortgage or direct Trustee to foreclose this Trust Deed by advertisement and sale, or may direct Trustee to pursue any other right or remedy, either at law or in equity, which Beneficiary may have. In the latter event, Beneficiary or Trustee shall execute and cause to be recorded written notice of default and election to sell the said described real property to satisfy the obligation secured hereby whereupon 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 86.735 to 86.795.

16. After Trustee has commenced foreclosure by advertisement and sale, and at any time prior to five (5) days before the date Trustee conducts the sale, Grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by this Trust Deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default

occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or Trust Deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to Beneficiary all costs and expenses actually incurred in enforcing the obligation of this Trust Deed together with Trustee's and attorney's fees not exceeding the amounts provided by law.

17. 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. 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 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 Trustee, but including Grantor and Beneficiary, may purchase at the sale.

18. 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 Trustee and a reasonable charge by Trustee's attorney, (2) to the obligation secured by this Trust Deed, (3) to all persons having recorded liens subsequent to the interest of Trustee in this Trust Deed as their interests may appear in the order of their priority and (4) the surplus, if any, to Grantor or to Grantor's successor in interest entitled to such surplus.

19. Beneficiary may from time to time appoint a successor or successors to Trustee named or to any successor Trustee appointed hereunder. Upon such appointment, and without conveyance to the successor Trustee, the latter shall be vested with all title, powers and duties conferred upon Trustee herein. 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.

20. Trustee accepts this trust when this Trust 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.

21. Grantor covenants and agrees to and with Beneficiary and those claiming under Beneficiary, that Grantor is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto and that Grantor will warrant and forever defend the same against all persons whomsoever.

22. This Trust 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 note secured hereby, whether or not named as Beneficiary herein. In construing this Trust Deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

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, 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

This Trust Deed may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Trust Deed and any documents required hereunder may be digitally or electronically signed, and that such signatures shall be considered as valid and binding as an original manual signature to the extent allowed by law. The parties further agree that any digital or electronic signatures placed upon this Trust Deed and any such documents shall be deemed to create a valid and legally binding contract, enforceable in accordance with its terms.

This Trust Deed was prepared by Garrett Hemann Robertson P.C., which represents Grantor only in this matter. It is not representing Trustee or Beneficiary, individually or jointly, in the preparation of this Agreement. Trustee and Beneficiary each acknowledge that they have been advised of these facts and each have the right to and are encouraged to seek independent legal counsel of their choice regarding their respective rights and obligations under this Agreement. Trustee and Beneficiary each acknowledge their respective rights to negotiate the terms of this Agreement and agree that although this Agreement was drafted by attorneys for Grantor, it shall not be interpreted or construed against either party.

Grantor has executed this Trust Deed effective as of the day and year first above written.

**JACK PLATT AND MARILYN PLATT,
AS HUSBAND AND WIFE**



Jack Platt

[Additional signatures and notary jurats on following page]

Kara Kasbergen

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me on the ____ day of March, 2024, by Jack Platt.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

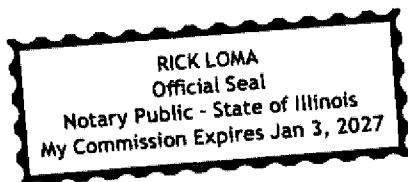
STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me on the ____ day of March, 2024, by Marilyn Platt.

NOTARY PUBLIC FOR OREGON
My Commission Expires:

STATE OF Illinois)
)
) SS.
County of Champaign)

This instrument was acknowledged before me on the 12th day of March, 2024, by Kara Kasbergen.



NOTARY PUBLIC FOR OREGON
My Commission Expires: 01/03/2027

Marilyn Platt
Marilyn Platt

KARA KASBERGEN

Kara Kasbergen

STATE OF OR)
) ss.
County of Benton)

This instrument was acknowledged before me on the 13th day of March, 2024, by Jack Platt.

Vanessa R. Greer
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8-10-27

STATE OF OR)
) ss.
County of Benton)

This instrument was acknowledged before me on the 13th day of March, 2024, by Marilyn Platt.

Vanessa R. Greer
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8-10-27

STATE OF _____)
) ss.
County of _____)

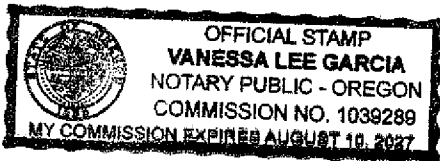
This instrument was acknowledged before me on the ____ day of March, 2024, by Kara Kasbergen.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

Notary Jurat for Trust Deed

State of Oregon} ss
County of Benton}

On this 13th day of March, 2024, before me, Vanessa Lee Garcia, a Notary Public in and for said state, personally appeared Jack Platt, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Vanessa Lee Garcia
Notary Public for the State of Oregon
Residing at: Corvallis
Commission Expires: 8-10-27

State of Oregon} ss
County of Klamath}

On this 13th day of March, 2024, before me, Vanessa Lee Garcia, a Notary Public in and for said state, personally appeared Marilyn Platt, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Vanessa Lee Garcia
Notary Public for the State of Oregon
Residing at: Corvallis
Commission Expires: 8-10-27

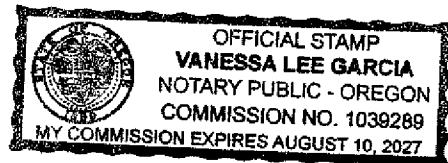


EXHIBIT A

Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon:

Section 30: S1/2 NE1/4 and the SE1/4

Section 31: N1/2 NE1/4

EXCEPTING THEREFROM the following: A parcel of land containing 1.96 acres more or less, located in the SE1/4 NE1/4 of Section 30, Township 40 South, Range 10 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Northeast corner of the SE1/4 NE1/4 of Section 30; thence South along the Section line common to Sections 29 and 30 a distance of 150 feet; thence West along a line parallel to the Northern boundary line of the SE1/4 NE1/4 of said Section 30, a distance of 570 feet; thence North along a line parallel to the Section line common to Sections 29 and 30, a distance of 150 feet; thence East along the North boundary line of the SE1/4 NE1/4 of Section 30, a distance of 570 feet to the point of beginning. Also known as Parcel 1 of Minor Partition 33-83 on file in the office of the Klamath County Clerk

AND FURTHER EXCEPTING any portion thereof lying in the road.

TOGETHER WITH an easement over the following described real property: All that portion of the SW1/4 SW1/4 of Section 20 and the NW1/4 NW1/4 of Section 29, Township 40 South, Range 10 East of the Willamette Meridian described as follows:

A strip of land for irrigation ditch purposes 30 feet wide, 15 feet on each side of a line heretofore staked out across said lands and located as follows: Beginning at a point in the Westerly line of right of way for the government C Canal at the Cheyne Pumphouse as now constructed and bearing approximately North 48° 30' East 1590 feet from the Southwest corner of Section 20, Township 40 South, Range 10 East of the Willamette Meridian; thence along the outfall pipe South 45° West 100 feet; thence along a meandering falling grade contour roughly delineated by the following courses: South 75° West 265 feet; thence North 65° West 285 feet; thence South 5° East 300 feet; thence South 10° 30' West 650 feet; thence South 26° 40' West 1000 feet; thence South 3° 20' West 500 feet; thence South 60° West 48 feet, more or less, to the Southwest corner of the NW1/4 NW1/4 of said Section 29, for the purpose of the construction and maintenance of a ditch on said strip of land, together with the right of ingress and egress for same purposes.

ALSO TOGETHER WITH the following described easement and right of way:

A perpetual easement and right of way for the construction, maintenance, building and repairing of a drain ditch over and across the N1/2 of the S1/2 of Section 29, Township 40 South, Range 10 East of the Willamette Meridian, in Klamath County, Oregon, the center line of which is more particularly described as follow, to-wit:

Beginning at a point in the Section line marking the Westerly boundary of Section 29, Township 40 South, Range 10 East of the Willamette Meridian, 10 feet Southerly from the quarter section corner on the Westerly side of the said Section 29, and running thence East, parallel with and 10 feet distant at right angles Southerly from the East and West center line of the said Section 29, 1978 feet; thence South 87° 42' East 200 feet; thence North 87° 42' East 200 feet; thence East, parallel with and 10 feet distant at right angles Southerly from the said East, and West center line of a said Section 29, 1587 feet; thence South 87° 42' East 400 feet; thence East 400 feet; thence North 87° East 300 feet, more or less, to its intersection with the Westerly boundary of the rights of way of the "C" Canal of the U.S.R.S being over and across the N1/2 of the S1/2 of said Section 29, Township 40 South, Range 10 East of the Willamette Meridian.

ALSO TOGETHER WITH a perpetual easement 30 feet in width along the Easterly boundary of the property contained in Bargain and Sale Deed dated November 16, 1988, recorded November 21, 1988 in Volume M88, page 19739, Deed Records of Klamath County, Oregon, along and West of the Westerly right of way of Cheyne Road as the same now exists, for irrigation and related purposes including the right of ingress and egress thereon, for use, maintenance, repairs and upkeep; for the benefit of the following described real property situated in Klamath County, Oregon: S1/2 NE1/4; and SE1/4 of Section 30 and the N1/2 NE1/4 Section 31, all in Township 40 South, Range 10 East of the Willamette Meridian.