

Recording requested by and When recorded return to: Chase and Walls, PLLC 1181 Lytle Way, Suite A Abilene, Texas 79602	
Lien Holder:	Funeral Directors Life Insurance Company 6550 Directors Parkway Abilene, Texas 79606
Property Tax Account #:	
Grantor:	Cascade-IFP RE, LLC 2889 W. Ashton Blvd., Suite 175 Lehi, Utah 84043
Trustee:	First American Title Company of Oregon 2892 Crescent Avenue Eugene, Oregon 97408
Beneficiary:	Funeral Directors Life Insurance Company 6550 Directors Parkway Abilene, Texas 79606

DEED OF TRUST, SECURITY AGREEMENT AND
ASSIGNMENT OF RENTAL

THAT the undersigned, **Cascade-IFP RE, LLC**, a Utah limited liability company, hereinafter referred to as "Grantor", whether one or more, whose mailing address is 2889 W. Ashton Blvd., Suite 175, Lehi, Utah 84043, in consideration of the sum of **FOUR HUNDRED TEN THOUSAND and 00/100 Dollars (\$410,000.00)** to Grantor in hand paid and as security for the payment of that certain Secured Promissory Note payable to **FUNERAL DIRECTORS LIFE INSURANCE COMPANY** dated April 3, 2014, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the uses, purposes and trusts herein set forth and declared, have Granted, Bargained and Sold, and by these presents do Grant, Bargain, Sell, Alienate, Convey and Confirm unto **FIRST AMERICAN TITLE COMPANY OF OREGON**, Trustee, hereinafter referred to as "Trustee", all of the property described in paragraphs A, B and C, immediately following, to-wit:

A. All of the real estate, together with all buildings and improvements now or hereafter situated thereon, located in Klamath Falls, Oregon, and more particularly described in attached Exhibit "A", such real estate, buildings and improvements being hereinafter sometimes called the "Land".

B. All fixtures, equipment, inventory and personal property in which Grantor now has, or at any time hereafter acquires, an interest, and which are now, or at anytime hereafter, situated in, on or about the Land, including, but not limited to, all heating, lighting, refrigeration, plumbing, ventilating, incinerating, water-heating, cooking, radio communication, electrical, dishwashing and air-conditioning equipment, and all appliances, furniture, engines, machinery, elevators, pumps, motors, compressors, boilers, condensing units, doors, windows, window screens, disposals, range hoods, tables, chairs, drapes, rods, beds, springs, mattresses, lamps, bookcases, cabinets, sprinklers, hoses, tools, lawn equipment, sofas, dressers, mirrors, televisions, radios, speakers, electrical wiring, pipe and floor coverings, and all renewals, replacements and substitutions thereof and additions thereto (all property described or referred to in this paragraph B being hereinafter sometimes called "Accessories"). Grantor agrees that the Accessories are and will be a part of and affixed to the Land.

"Notice to Recorder:

THIS DOCUMENT CONSTITUTES A FIXTURE FILING THAT SHALL HAVE AN EFFECTIVE PERIOD UNTIL THIS DEED OF TRUST IS RECONVEYED OR SATISFIED OF RECORD OR ITS EFFECTIVENESS OTHERWISE TERMINATES AS TO THE REAL PROPERTY."

C. All other interest of every kind and character which Grantor now has or at any time hereafter acquires in and to the property described or referred to in Paragraphs A and B preceding and all property which is used or useful in connection with the Land and Accessories.

All property and interest described or referred to in paragraphs A, B, and C preceding is sometimes hereinafter referred to collectively as the "Mortgaged Property".

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the rights, hereditaments and appurtenances in anywise appertaining or belonging thereto, unto Trustee, and his successors or substitutes in this trust, and his and their assigns, in trust and for the uses and purposes hereinafter set further, forever.

Grantor, for Grantor and Grantor's successors, hereby agrees to warrant and forever defend, all and singular, the Mortgaged Property unto Trustee, and his successors or substitutes in this trust, and to his and their assigns, forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof. As used herein, the term "Grantor's successors" means each and all of the successors, assigns, executors, heirs, administrators and legal representatives of Grantor, both immediate and remote.

Grantor hereby grants to the Mortgagee hereinafter named, and to the successors and assigns of Mortgagee, a security interest in the Mortgaged Property, and each and every part thereof, and in all proceeds from the sale, lease or other disposition thereof and in all sums, proceeds, funds and reserves described or referred to in Sections 5.7, 5.8 and 5.9 hereof; provided, that the grant of a security interest in proceeds shall not be deemed to authorize any action otherwise prohibited herein.

ARTICLE I

The Obligation

Section 1.1. This Deed of Trust (as used herein, the expression "this Deed of Trust" shall mean this Deed of Trust, Security Agreement and Assignment of Rental), and all rights, titles, interests, liens, security interests, powers and privileges created hereby or arising by virtue hereof, are given to secure payment and performance of the following indebtedness, obligations and liabilities: (a) the indebtedness evidenced by that certain promissory note ("Note") dated September 13, 2024, executed by Grantor, having a maturity date of September 13, 2024 and being payable to the order of **FUNERAL DIRECTORS LIFE INSURANCE COMPANY ("FDLIC")** (hereinafter and hereinafter referred to as "Mortgagee"), at 6550 Directors Parkway, Abilene, Taylor County, Texas 79606, said Note being in the original principal amount of **FOUR HUNDRED TEN THOUSAND and 00/100 Dollars (\$410,000.00)**, bearing interest as therein specified, containing an attorney's fee clause, interest, and principal being payable as therein specified, and being upon the other terms and conditions therein stipulated, to which Note reference is here made for all pertinent purposes; (b) all indebtednesses, obligations and liabilities arising pursuant to the provisions of this Deed of Trust; and (c) any and all renewals or extensions of all or any part of the indebtednesses, obligations and liabilities described or referred to in Subsections 1.1(a), 1.1(b) preceding. The word "Obligations", as used herein, shall mean all of the indebtednesses, obligations and liabilities described or referred to in Subsections 1.1(a) and 1.1(b) and 1.1(c) preceding. The word "Holder", as used herein, shall mean the holder or holders of the Obligation at the time in question.

ARTICLE II

Certain Representations, Warranties and Covenants of Grantor

Section 2.1. Grantor represents and warrants that: (a) Grantor has authority to execute and deliver this Deed of Trust; (b) the Accessories are and will be used as equipment in Grantor's business and not as inventory, or as goods leased or held for lease by Grantor but not held for sale; (c) the statements contained in this Deed of Trust concerning Grantor's mailing address are true and correct; (d) with respect to each Grantor who is an individual, no part of the Mortgaged Property constitutes a part of his business or residential homestead; and (e) Grantor is lawfully seized of the Mortgaged Property.

Section 2.2. Grantor, for Grantor and Grantor's successors, covenants and agrees to: (a) pay or cause to be paid, before delinquent, all lawful taxes and assessments of every character in respect of the Mortgaged Property, or any part thereof and from time to time, upon request of Holder, to furnish to Holder evidence satisfactory to Holder of the timely payment of such taxes and assessments; (b) carry insurance with respect to the Mortgaged Property with such insurers, in such amounts and covering such risks as shall be satisfactory to Holder, including, but not limited to, insurance against loss or damage by fire, lightning, hail, windstorm, explosion, hazards, casualties and other contingencies; provided that in the absence of written direction from Holder, the insurance shall not be less than the full insurable value of the Mortgaged Property or the amount of the Obligation, whichever is less; (c) cause all insurance so carried to be payable to Holder as its interest may appear, to stipulate that same can be cancelled only upon thirty (30) days written notice to Holder, to deliver the policies of insurance to Holder, and, in the case of all policies of insurance carried by each Lessee (as that term is hereinafter defined) for the benefit of Grantor, to cause all such policies to be payable to Holder as its interest may appear; (d) pay, or cause to be paid, all premiums for such insurance at least thirty (30) days before such premiums become due, to furnish to Holder satisfactory proof of the timely making of such payments and to deliver all renewal policies to Holder at least thirty (30) days before the expiration date of each expiring policy; (e) comply with all valid governmental laws, ordinances and regulations applicable to the Mortgaged Property and its ownership, use and operation, and to comply with all, and not violate any easements, restrictions, agreements, covenants, and conditions with respect to or affecting the Mortgaged Property, or any part thereof; (f) at all times maintain, preserve and keep the Mortgaged Property in excellent repair and condition, and from time to time make all necessary and property repairs, replacements and renewals, and not to commit or permit any waste on or of the Mortgaged Property, and not to do anything to the Mortgaged Property that may impair its value; (g) promptly pay all bills for labor and materials incurred in connection with the Mortgaged Property and never to permit to be fixed against the Mortgaged Property, or any part thereof, any lien or security interest, even though inferior to the liens and security interests hereof, for any such bill which may be legally due and payable, and never to permit to be created or exist in respect of the Mortgaged Property, or any part thereof, any other or additional lien or security interest on a parity with or superior to the liens and security interests hereof; (h) at any time and from time to time, upon request by Holder, forthwith, execute and deliver to Holder any and all additional

instrument and further assurances, and do all other acts and things as may be necessary or proper, in Holder's opinion, to effect the intent of these presents, more fully evidence and perfect the rights, titles, liens and security interests herein created or intended to be created and protect the rights, remedies, powers and privileges of Holder hereunder; (i) from time to time, upon request of Holder, promptly furnish to Holder such financial statements and reports relating to Grantor and Grantor's business affairs as Holder may request; (j) if Grantor is a corporation, continuously maintain Grantor's corporate existence and its right to do business in Oregon and in each other state where any part of the Mortgaged Property is situated; (k) not, without the prior written consent of Holder (which consent may be withheld with or without cause), sell, trade, transfer, assign, exchange or otherwise dispose of the Mortgaged Property (save and except for cemetery plots sold in the ordinary course of business), or any part thereof, except items of the Accessories which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes having a value equal to or greater than the replaced items when new; (l) pay and perform all of the Obligation in accordance with the terms thereof or hereof, or when the maturity thereof may be accelerated in accordance with the terms thereof or hereof; (m) except for transfers in the ordinary course of business, promptly deliver to Holder the terms of any sale of the Mortgaged Property, or any part thereof, and pay to Holder a reasonable fee each time title to the Land or any part thereof is transferred, to reimburse Holder and anyone acting on behalf of Holder for time spent and expenses incurred as a result of each such transfer; provided, however, that neither this Subsection (m) nor Sections 5.5, 5.9, 5.11 and 5.13 hereof shall be construed to impliedly or expressly authorize any action by Grantor contrary to Subsection 2.2(k) preceding; (n) upon request of Holder, deliver to Holder, within sixty (60) days after the end of each calendar year, then current annual statements itemizing the income and expenses of the Mortgaged Property, all in such detail as shall be satisfactory to Holder; (o) at any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Deed of Trust, or upon any rights, titles, liens or security interests created hereby, or upon the Obligation, or any part thereof, immediately pay all such taxes; provided that, in the alternative, Grantor may, in the event of the enactment of such a law, and must, if it is unlawful for Grantor to pay such taxes, prepay the Obligation in full within sixty (60) days after demand therefor by Holder; (p) at any time and from time to time, furnish promptly, upon request, a written statement or affidavit, in such form as shall be satisfactory to Holder, stating the unpaid balance of the Obligation and that there are not offsets or defenses against full payment of the Obligation and the terms hereof, or, if there are any such offsets and defenses, specifying them; (q) punctually and properly perform all of Grantor's covenants, duties and liabilities under any other loan agreement, security agreement, mortgage, deed of trust, collateral, pledge agreement, contract or assignment of any kind now or hereafter existing as security for or in connection with payment of the Obligation, or any part thereof (each such being herein called "other security instrument"); (r) allow Holder to inspect the Mortgaged Property and all records relating thereto or to the Obligation, and to make and take away copies of such records; and (s) not cause or permit the Accessories, or any part thereof, to be removed from the County and State where the Land is located, except items of the Accessories which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes having a value equal to or greater than the replaced items when new.

Section 2.3

WARNING

UNLESS YOU PROVIDE US WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY THIS DEED OF TRUST, 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 LOAN BALANCE. IF THE COST IS ADDED TO YOUR LOAN BALANCE, THE INTEREST RATE ON THE UNDERLYING 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.

ARTICLE III

Respecting Defaults and Remedies of Holder

Section 3.1. The term "Default", as used herein, shall mean the occurrence of any one or more of the following events: (a) the failure of Grantor to pay the indebtedness evidenced by the Note, or any part thereof, as it becomes due in accordance with the terms of the Note or other instruments which evidence it, or when accelerated pursuant to any power to accelerate; or (b) the failure of Grantor punctually and properly to perform any covenants, agreement or condition contained herein, or in the Note, or any renewal or extension thereof, or in any other security instrument or loan agreement; or (c) the execution by Grantor of an assignment for the benefit of creditors; or (d) the levy against the Mortgaged Property, or any part thereof, of any execution, attachment, sequestration or other writ; or

(e) the appointment of a receiver of Grantor, or of the Mortgaged Property, or any part thereof; or (f) the adjudication of Grantor as a bankrupt; or (g) the filing by Grantor either of a petition or answer for an adjudication as a bankrupt or seeking any other relief under any bankruptcy, reorganization, debtor's relief of insolvency law now or hereafter existing; or (h) the receipt by Holder of information establishing that any representation or warranty made by Grantor herein, or in any other document delivered by Grantor to Holder in connection herewith is false, misleading, erroneous or breached.

Section 3.2. Upon a Default, and except as may be set out in the Note and Loan Agreement, Holder may, at its option, do any one or more of the following:

(a) If Grantor has failed to keep or perform any covenant whatsoever contained in this Deed of Trust, Holder may, but shall not be obligated to any person to do so, perform or attempt to perform said covenant, and any payment made or expense incurred in the performance or attempted performance of any such covenants shall be a part of the Obligation, and Grantor promises upon demand, to pay to Holder, at the place where the Note is payable, or at such other place as Holder may direct by written notice, all sums so advanced or paid by Holder, with interest at the rate of ten percent (10%) per annum from the date when paid or incurred by Holder. No such payment by Holder shall constitute a waiver of any Default. In addition to the liens and security interest hereof, Holder shall be subrogated to all rights, titles, liens and security interests securing the payment of any debt, claim, tax or assessment for the payment of which Holder may make an advance, or which Holder may pay.

(b) Holder may, without notice, demand or presentment, which are hereby waived by Grantor and all other parties obligated in any manner whatsoever on the Obligation save and except as may be required in the Note, declare the entire unpaid balance of the Obligation immediately due and payable, and upon such declaration the entire unpaid balance of the Obligation shall be immediately due and payable.

(c) Holder may request Trustee to proceed with foreclosure, and in such event Trustee is hereby authorized and empowered, and it shall be his special duty, upon such request of the Holder, to sell the Mortgaged Property, or any part thereof. Any sale of any part of the Mortgaged Property located in the State of Oregon shall be made in the county in which such Mortgaged Property is situated. Where any part of the Mortgaged Property located in the State of Oregon is situated in more than one county, then notice as herein provided shall be given in both or all of such counties, and such notice shall designate the county where the Mortgaged Property will be sold. Notice of default and Notice of such proposed sale shall be given in the manner and for the period of time as required by law. The Affidavit of any person having knowledge of the facts to be the effect that such notice was completed shall be prima facie evidence of the fact of notice. Such sale shall be made at public auction between the hours of 9:00 A.M. and 4:00 P.M. to the highest bidder for cash. After such sale, Trustee shall make to the purchaser or purchaser's Trustee good and sufficient deeds and assignments, in the name of Grantor, conveying the Mortgaged Property, or part thereof, so sold to the purchaser or purchasers with special warranty of title by Grantor. Sale of a part of the Mortgaged Property shall not exhaust the Power of Sale, but sales may be made from time to time until the Obligation is paid and performed in full. It shall not be necessary to have present or to exhibit at any such sale any of the Accessories. In addition to the rights and powers of the sale granted under the preceding provisions of this Subsection 3.2(c), if default is made in the payment of any installment of the Obligation, Holder, at its option, at once or at any time thereafter while any matured installment remains unpaid, without declaring the entire Obligation to be due and payable, may orally or in writing direct Trustee to enforce this Trust and to sell the Mortgaged Property subject to such unmatured indebtedness and the liens and security interests securing its payment, in the same manner, on the same terms, at the same place and time and after having given notice in the same manner, all as provided in the preceding provisions of this Subsection 3.2(c). After such sale, Trustee shall make due conveyance to the purchaser or purchasers. Sales made without maturing the Obligation may be made hereunder whenever there is a default in the payment of any installment of the Obligation without exhausting the Power of Sale granted hereby, and without affecting in any way the Power of Sale granted under this Section 3.2(c), the unmatured balance of the Obligation (except as to any proceeds of any sale which Holder may apply as prepayment of the Obligation) or the liens and security interest securing payment of the Obligation. It is intended by each of the foregoing provisions of this Subsection 3.2(c) that Trustee may, after any request or direction by Holder, sell, not only the Land but also, the Accessories and other interests constituting a part of the Mortgaged Property, or any part thereof, along with the Land, or any part thereof, all as a unit and a part of a single sale, or may sell any part of the Mortgaged Property separately from the remainder of the Mortgaged Property. It is agreed that, in any deed or deeds given by Trustee, any and all statements of fact or other recitals therein made as to the identity of the Holder, or as to the occurrence or existence of any Default, or as to the acceleration of the maturity of the Obligation, or as to the request to sell, notice of sale, time, place, terms and manner of sale, and receipt, distribution and application of the money realized therefrom, or as to the due and proper appointment of a substitute trustee, and, without being limited by the foregoing, as to any other act or thing having been duly done by Holder or by Trustee, shall be taken by all courts of law and equity as prima facie evidence that the said statements or recitals state facts and are without further question to be so accepted, and Grantor does hereby ratify and confirm any and all as that Trustee may lawfully do in the premises by virtue hereof. In the event of the resignation or death of Trustee, or his removal from his county of residence or inability, for any reason, to make any such sale or to perform any of the trusts herein declared, or at the option of Holder, without cause, then Holder may appoint, in writing, a substitute trustee, who shall thereupon succeed to all the estates, titles, rights, powers and trusts

herein granted to and vested in Trustee. If Holder is a corporation, such appointment may be made on behalf of such Holder by any person who is then the president, or a vice-president, or the cashier or secretary, or any other authorized officer or agent, of Holder. In the event of the resignation or death of any such substitute trustee, or his failure, refusal or inability to make any such sale or perform such trusts, or at the option of Holder, without cause, successive substitute trustees may thereafter, from time to time, be appointed in the same manner. Wherever herein the word "Trustee" is used, the same shall mean the person who is the duly appointed trustee or substitute trustee hereunder at the time in question.

(d) Holder may, or Trustee may upon written request of Holder, proceed by suit or suits, at law or in equity, to enforce the payment and performance of the Obligation in accordance with the terms hereof and of the Note or other instruments evidencing it, to foreclose the liens, security interests and this Deed of Trust as against all or any part of the Mortgaged Property, and to have all or any part of the Mortgaged Property sold under the judgment or decree of a court of competent jurisdiction.

(e) Holder, as a matter of right and without regard to the sufficiency of the security, and without any showing of insolvency, fraud or mismanagement on the part of Grantor, and without the necessity of filing any judicial or other proceeding, other than the proceeding for appointment of a receiver or receivers of the Mortgaged Property, or any part thereof, shall take control of all receipts of the Mortgaged Property, and of the income, rents, issues and profits thereof.

(f) Holder may enter upon the Land, take possession of the Mortgaged Property and remove the Accessories, or any part thereof, with or without judicial process, and, in connection therewith, without any responsibility or liability on the part of Holder, take possession of any property located on or in the Mortgaged Property which is not a part of the Mortgaged Property and hold or store such property at Grantor's expense.

(g) Holder may require Grantor to assemble the Accessories, or any part thereof, and make them available to Holder at a place to be designated by Holder which is reasonably convenient to Grantor and Holder.

(h) After notification, if any, hereafter provided in this Subsection 3.2(h), Holder may sell, lease or otherwise dispose of, at the office of Holder, or on the Land, or elsewhere, as chosen by Holder, all or any part of the Accessories, in their then condition, or following any commercially reasonable preparation or processing, and each Sale (as used herein, the term "Sale" means any such sale, lease or other disposition made pursuant to this Subsection 3.2(h)) may be as a unit or in parcels, by public or private proceedings, and by way of one or more contracts, and, at any Sale, it shall not be necessary to exhibit the Accessories, or part thereof, being sold. The Sale of any part of the Accessories shall not exhaust Holder's Power of Sale, but Sales may be made from time to time until the Obligation is paid and performed in full. Reasonable notification of the time and place of any public Sale pursuant to this Subsection 3.2(h) or reasonable notification of the time of any private Sale is to be made pursuant to this Subsection 3.2(h), shall be sent to Grantor and to any other person entitled under the Uniform Commercial Code of the State of Oregon ("Code") to notice; provided that if the Accessories, or part thereof, being sold are perishable, or threaten to decline speedily in value, or are of a type customarily sold on a recognized market, Holder may sell, lease or otherwise dispose of the Accessories, or part thereof, being sold, leased or otherwise disposed of without notification, advertisement or other notice of any kind. It is agreed that notice sent or given not less than five (5) calendar days prior to the taking of the action to which the notice relates, is reasonable notification and notice for the purposes of this Subsection 3.2(h).

(i) Holder may surrender the insurance policies maintained pursuant to Section 2.2(b) hereof, or any part thereof, and receive and apply the unearned premiums as a credit on the Obligation, and, in connection therewith, Grantor hereby appoints Holder as the agent and attorney-in-fact for Grantor to collect such premiums.

(j) Holder may retain the Accessories in satisfaction of the Obligation whenever the circumstances are such that Holder is entitled to do so under the Code.

(k) Holder may buy the Mortgaged Property, or any part thereof, at public Sale or judicial sale.

(l) Holder may buy the Accessories, or any part thereof, at any private Sale if the Accessories, or part thereof, being sold are a type customarily sold in a recognized market or are a type which is the subject of widely distributed standard price quotations.

(m) Holder shall have and may exercise any and all other rights and remedies which Holder may have at law or in equity, or by virtue of any other security instrument, or under the Code, or otherwise.

(n) Holder may apply the reserves, if any, required by Section 5.9 hereof, toward payment of the Obligation.

Section 3.3. If Holder is the purchaser of the Mortgaged Property, or any part thereof, at any Sale thereof, whether such Sale be under the Power of Sale hereinabove vested in Trustee, or upon any other foreclosure of the liens and security interests hereof, or otherwise, Holder shall, upon any such purchase, acquire good title to the

Mortgaged Property so purchased, free of the liens and security interests of these presents.

Section 3.4. Should any part of the Mortgaged Property come into the possession of Holder, whether before or after Default, Holder may use or operate the Mortgaged Property for the purpose of preserving it or its value, pursuant to the order of a court appropriate jurisdiction, or in accordance with any other rights held by Holder in respect of the Mortgaged Property. Grantor covenants to promptly reimburse and pay to Holder, at the place where the Note is payable, or at such other place as may be designated by Holder in writing, the amount of all reasonable expenses (including the cost of any insurance, taxes or other charges) incurred by Holder in connection with its custody, preservation, use or operation of the Mortgaged Property, together with interest thereon from the date incurred by Holder at the rate of ten percent (10%) per annum, and all such expenses, cost, taxes, interest and other charges shall be a part of the Obligation. It is agreed, however, that the risk of accidental loss or damage to the Mortgaged Property is on Grantor, and Holder shall have no liability whatever for decline in value of the Mortgaged Property, nor for failure to determine whether any insurance ever in force is adequate as to amount or as to the risks insured.

Section 3.5. In case the liens or security interests hereof shall be foreclosed by Trustee's sale, or by other judicial or non-judicial action, the purchaser at any such Sale shall receive, as an incident to his ownership, immediate possession of the property purchased, and if Grantor or Grantor's successors shall hold possession of said property, or any part thereof, subsequent to foreclosure, Grantor and Grantor's successors shall be considered as tenants at sufferance of the purchaser at foreclosure sale, and anyone occupying the property after demand made for possession thereof shall be guilty of forcible detainer and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages by reason thereof are hereby expressly waived.

Section 3.6. The proceeds from any sale, lease or other disposition made pursuant to this Article III, or the proceeds from surrendering any insurance policies pursuant to Subsection 3.2(i) hereof, or any Rental collected by Holder pursuant to Article IV hereof, or the reserves required by Section 5.9 hereof, or sums received pursuant to Section 5.7 hereof, or proceeds from insurance which Holder elects to apply to the Obligation pursuant to Section 5.8 hereof, shall be applied by Trustee, or by Holder, as the case may be, as follows: First, to the payment of all expenses of advertising, selling and conveying the Mortgaged Property, or part thereof, including a reasonable commission to Trustee not to exceed five percent (5%) of the proceeds of the Sale, and reasonable attorney's fees; second, to interest on the Obligation; third, to principal on the matured portion of the Obligation; fourth, to prepayment of the unmatured portion, if any, of the Obligation applied to installments of principal in inverse order of maturity; and fifth, the balance, if any, remaining after the full and final payment and performance of the Obligation, to Grantor.

Section 3.7. In the event a foreclosure hereunder should be commenced by Trustee in accordance with Subsection 3.2(c) hereof, Holder may at any time before the Sale direct Trustee to abandon the Sale, and may then institute suit for the collection of the Note, and for the foreclosure of the liens and security interest hereof. If Holder should institute a suit for the collection of the Note, and for a foreclosure of the liens and security interests hereof, it may at any time before the entry of a final judgment in said suit dismiss the same, and require Trustee to sell the Mortgaged Property, or any part thereof, in accordance with the provisions of this Deed of Trust.

ARTICLE IV **Leases and Assignment of Rental**

Section 4.1. As used in this Deed of Trust: (a) "Lease" means any lease, sublease or other agreement under the terms of which any person other than Grantor has or acquires any right to occupy or use the Mortgaged Property, or any part thereof, or interest therein; (b) "Lessee" means the lessee, sub lessee, tenant or other person having the right to occupy or use a part of the Mortgaged Property under a Lease; and (c) "Rental" means the rents, royalties and other consideration payable to Grantor by the Lessee under the terms of a Lease.

Section 4.2. Grantor hereby assigns to Holder all Rental payable under each Lease now or at any time hereafter existing, such assignment being upon the following terms: (a) Until receipt from Holder of notice of the occurrence of a Default, each Lessee may pay Rental directly to Grantor, but Grantor covenants to hold all Rental so paid in trust for the use and benefit of Holder; (b) upon receipt from Holder of notice that a Default exists, each Lessee is hereby authorized and directed to pay directly to Holder all Rental thereafter accruing, and the receipt of Holder shall be a release of such Lessee to the extent of all amounts so paid; (c) Rental so received by Holder shall be applied by Holder, first to the expenses, if any, of collection and then in accordance with Section 3.6; (d) without impairing its rights hereunder, Holder may, at its option, at any time and from time to time, release to Grantor Rental so received by Holder, of any part thereof; (e) Holder shall not be liable for its failure to collect, or its failure to exercise diligence in the collection of, Rental, but shall be accountable only for Rental that it shall actually receive; (f) this assignment shall terminate upon the release of this Deed of Trust but no Lessee shall be required to take notice of termination until a copy of such release shall have been delivered to such Lessee. As between Holder and Grantor, and any person claiming through or under Grantor, other than a Lessee who has not received notice of Default pursuant to Subsection 4.2(b), the assignment contained in this Section 4.2 is intended to be absolute, unconditional and presently effective, and the provisions of Subsections 4.2(a) and 4.2(b) are intended solely for the benefit of Grantor or any person claiming through or under Grantor, other than a Lessee who has not received such notice. It shall never be necessary for Holder to institute legal proceedings of any kind whatsoever to enforce the provisions of this Section 4.2.

Section 4.3. Nothing in this Article IV shall ever be construed as subordinating this Deed of Trust to any

Lease; provided, however, that any proceedings by Holder to foreclose this Deed of Trust, or any action by way of its entry into possession after Default, shall not operate to terminate any Lease which has been approved in writing by Holder, and Holder will not cause any Lessee under any such approved Lease to be disturbed in his possession and enjoyment of the leased premises so long as such Lessee shall continue to fully and promptly perform all of the terms, covenants and provisions of his Lease.

Section 4.4. Grantor covenants to: (a) Upon demand by Holder, assign to Holder, by separate instrument in form and substance satisfactory to Holder, any or all Leases, or the Rental payable thereunder, including but not limited to, any Lease which is now in existence or which may be executed after the date hereof; (b) not accept from any Lessee, nor permit any Lessee to pay, Rental for more than one month in advance; (c) comply with the terms and provisions of each Lease; (d) not amend, modify, extend or renew any Lease; (e) not assign, transfer, mortgage, cancel or accept surrender of any Lease; (f) not assign, transfer, pledge or mortgage any Rental; (g) not waive, excuse, release or condone any nonperformance of any covenants of any Lessee; (h) give to Holder duplicate notice of each default by each Lessee; (i) cause each Lessee to agree (and each Lessee under each Lease executed after the date hereof does so agree) to give to Holder written notice of each and every default under his Lease by Grantor and not to exercise any remedies under such Lease unless Holder fails to cure such default within ten (10) days, or within such longer periods as may be reasonably necessary if such default cannot be cured within ten (10) days, after Holder has received such notice; provided that Holder shall never have any obligation or duty to cure any such default; and (j) obtain and furnish to Holder, upon request, itemized statements, in such detail as shall be satisfactory to Holder, of the annual gross sales of each Lessee from the premises covered by his Lease.

Section 4.5. In the event Holder ever collects Rental, Holder shall be entitled to pay its agent as compensation for collecting such Rental, from sums so collected, a sum not to exceed five percent (5%) of the Rental so collected.

Section 4.6. In the event any building, or part of any building, on the Land is not under a Lease for any period of thirty (30) consecutive days, Holder may take possession of such building, or part thereof, and rent the same upon such terms and conditions as Holder, in its opinion, deems proper.

ARTICLE V

Miscellaneous

Section 5.1. If the Obligation is paid and performed in full accordance with the terms of this Deed of Trust and the Note and other instruments evidencing it, and if Grantor shall well and truly perform all of Grantor's covenants contained herein, then this conveyance shall become null and void and be released at Grantor's request and expense; otherwise, it shall remain in full force and effect, provided that no release hereof shall impair Grantor's warranties and indemnities contained herein.

Section 5.2. As used in this Article V, "Rights" means rights, remedies, powers and privileges, and "Liens" means titles, interests, liens and security interests. All Rights and Liens herein, or by law or in equity provided, or provided in any other security instrument and shall not be deemed to deprive Holder or Trustee of any such other legal or equitable Rights and Liens by judicial proceedings, or otherwise, appropriate to enforce the conditions, covenants and terms of this Deed of Trust, the Note and other security instruments, and the employment of any Rights hereunder, or otherwise, shall not prevent the concurrent or subsequent employment of any other appropriate Rights.

Section 5.3. Any and all covenants in this Deed of Trust may from time to time, by instrument in writing signed by Holder and delivered to Grantor, be waived to such extent and in such manner as Holder may desire, but no such waiver shall ever affect or impair Holder's Rights or Liens hereunder, except to the extent so specifically stated in such written instrument. Impossibility shall not excuse the performance of any covenant or condition in this Deed of Trust.

Section 5.4. Any provision herein, or in the Note or any other document executed in connection herewith, to the contrary notwithstanding, no Holder shall in any event be entitled to receive or collect, nor shall or may the amounts received hereunder be credited, so that a Holder shall be paid, as interest, a sum greater than the maximum amount permitted by the laws of the State of Texas to be charged to the person, firm or corporation primarily obligated to pay to Obligation at the time in question. If any construction of this Deed of Trust or the Note, or any and all other papers, indicates a different right given to Holder to ask for, demand or receive any larger sum, as interest, such is a mistake in calculation or wording, which this clause shall override and control, and proper adjustment shall automatically be made accordingly.

Section 5.5. In the event Grantor or any of Grantor's successors conveys his interest in the Mortgaged Property, or any part thereof, to any other party, Holder may, without notice to Grantor or Grantor's successors deal with any owner of any part of the Mortgaged Property with reference to this Deed of Trust and the Obligation, either by way of foreclosure on the part of Holder, or extension of time of payment of the Obligation, or release of all or any part of the Mortgaged Property, or any other property securing payment of the Obligation, without in any way modifying or affecting Holder's Rights and Liens hereunder or the liability of Grantor or any other party liable for payment of the Obligation, in whole or in part.

Section 5.6. Grantor hereby waives all rights of marshaling in event of any foreclosure of the liens and security interests hereby created.

Section 5.7. Holder shall be entitled to receive any and all sums which may be awarded or become payable to Grantor for the condemnation of the Mortgaged Property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantor for damages caused by public works or construction on or near the Mortgaged Property. All such sums are hereby assigned to Holder, and Grantor shall, upon request of Holder, make, execute, acknowledge and deliver any and all additional assignments and documents as may be necessary from time to time to enable Holder to collect and receipt for any such sums. Holder shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such sums.

Section 5.8. Holder may collect the proceeds of any and all insurance that may become payable with respect to the Mortgaged Property, or any part thereof, and, at its option, may use the same to rebuild or restore the improvements on the Mortgaged Property or may apply the same to the Obligation in the order and manner set forth in Section 3.6 hereof, whether then matured or to mature in the future, and may deduct therefrom any expenses incurred in connection with the collection or handling of such proceeds, it being understood that Holder shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such proceeds.

Section 5.9. At the request of Holder, Grantor shall create a fund or reserve for the payment of all insurance premiums, taxes and assessment against the Mortgaged Property by paying to Holder contemporaneously with each installment of principal and interest on the Note a sum equal to the premiums that will next become due and payable on the hazard insurance policies covering the Mortgaged Property, or any part thereof, plus taxes and assessments next due on the mortgaged Property, or any part thereof, as estimated by Holder, less all sums paid previously to Holder therefor, divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will become delinquent, such sums to be held by Holder without interest, for the purposes of paying such premiums, taxes and assessments. Any excess reserve shall, at the discretion of Holder, be credited by Holder on subsequent payments to be made on the Obligation by Grantor, and any deficiency shall be paid by Grantor to Holder on or before the date when such premiums, taxes and assessments shall become delinquent. Transfer of legal title to the Mortgaged Property shall automatically transfer title in all sums deposited under the provisions of this Section 5.9.

Section 5.10. It is understood and agreed that the proceeds of the Note, to the extent the same are utilized to renew or extend any indebtedness or take up any outstanding Liens against the Mortgaged Property, or any portion thereof, have been advanced by Holder at Grantor's request and upon Grantor's representation that such amounts are due and payable. Holder shall be subrogated to any and all Rights and Liens owned or claimed by any owner or holder of said outstanding Rights and Liens, however remote, regardless of whether said Rights and Liens are acquired by assignment or are released by the Holder thereof upon payment.

Section 5.11. Each and every party who signs this Deed of Trust, other than Holder, and each and every subsequent owner of the Mortgaged Property, or any part thereof, covenants and agrees that he or it will perform or cause to be performed, each and every condition, term, provision and covenant of this Deed of Trust, except that he shall have no duty to pay the indebtedness evidenced by the Note except in accordance with the terms of the transfer to him. Wherever this Deed of Trust required notice to Grantor, such notice shall be deemed to have been given on the day it is deposited in the United States mail in an envelope addressed to Grantor at the address stated on the first page hereof, or at such other address as Grantor may designate by notice in writing to Holder.

Section 5.12. If the Rights and Liens created by this Deed of Trust shall be invalid or unenforceable as to any part of the Obligation, the unsecured portion of the Obligation shall be completely paid prior to the payment of the remaining and secured portion of the Obligation, and all payments made on the Obligation shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of the Obligation.

Section 5.13. This Deed of Trust is binding upon Grantor and Grantor's successors, and shall inure to the benefit of Holder, and its successors and assigns, and the provisions hereof shall likewise be covenants running with the Land. The duties, covenants, conditions, obligations and warranties of Grantor in this Deed of Trust shall be joint and several obligations of Grantor and Grantor's successors.

Section 5.14. The Deed of Trust has simultaneously been executed in a number of identical counterparts, each of which, for all purposes, shall be deemed an original. If any Grantor is a corporation, this instrument is executed, sealed and attested by Grantor's officers hereunto duly authorized.

Section 5.15. Holder shall have the right at any time to file this Deed of Trust as a financing statement, but the failure of Holder to do so shall not impair the validity and enforceability of this Deed of Trust in any respect whatsoever.

Section 5.16. 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.

Section 5.17. "UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY GRANTOR'S/BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF US TO BE ENFORCEABLE."

EFFECTIVE and DELIVERED this the 13th day of September, 2024.

GRANTOR:

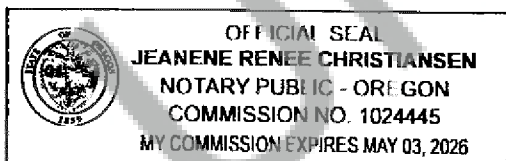
CASCADE-IFP RE, LLC

By: 
Robert Hulme, Manager

THE STATE OF OREGON §

COUNTY OF JACKSON §

The foregoing instrument was acknowledged before me this 13th day of September, 2024, by Robert Hulme, Member of Cascade-IFP RE, LLC.



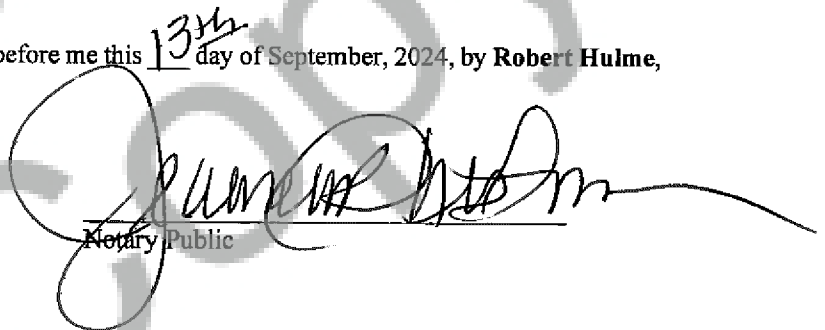

Notary Public

Exhibit "A"

Cascade Cremation & Burial

1229 E. Main Street
Klamath Falls, OR 97601

Exhibit A

Lot 10 and the South 63 feet of Lot 9 in Block 211 of MILLS SECOND ADDITION to the City of Klamath Falls, Oregon according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

Unofficial
Copy