

THIS INSTRUMENT PREPARED BY:
Mission Bank
P.O. Box 317
Bakersfield, CA 93302

AFTER RECORDING RETURN TO:
Mission Bank
Attn: Note Dept
P.O. Box 317
Bakersfield, CA 93302

(Space Above This Line For Recording Data)

**COMMERCIAL REAL ESTATE DEED OF TRUST
FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE
DEED OF TRUST**

MAXIMUM PRINCIPAL AMOUNT TO BE ADVANCED: \$1,000,000.00

This COMMERCIAL REAL ESTATE DEED OF TRUST ("Security Instrument") is made on September 10, 2024 by the grantor(s) Trinity Asset Holdings Co., LLC, a California limited liability company, whose address is 1200 Ridgewater Boulevard, Klamath Falls, Or. 97601 ("Grantor"). The trustee is First American Title Insurance Company, whose address is 1225 Crater Lake Ave., Suite 101, Medford, OR 97504 ("Trustee"). The beneficiary is Mission Bank whose address is PO Box 317, Bakersfield, California 93302 ("Lender"), which is organized and existing under the laws of the State of California. Grantor in consideration of loans extended by Lender and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys and assigns to Trustee, in trust for the benefit of Lender as beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described property located in the County of Klamath, State of Oregon:

Address: 421 East Street, Merrill, Oregon 97633
Legal Description: See Attached Exhibit A

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

The Grantor is the trustor under this Security Instrument .

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals



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of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures all amounts, subject to any limitations as to the maximum amount which may be secured as contained herein, as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Grantor to Lender, howsoever created or arising, whether primary, secondary or contingent together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness"). Without limiting the foregoing, Indebtedness expressly includes the following:

Promissory Note. The principal amount of \$1,000,000.00 evidenced by the promissory note dated September 10, 2024 on loan number 1738704 made by Grantor, payable to the order of Lender, and all interest, charges, and other amounts which may be or may become owed as provided under the terms of said promissory note, and any and all amendments, modifications, renewals, extensions, reamortizations, or substitutions thereof.

Protective Advances. All amounts advanced by or on behalf of Lender, its successors or assigns, to preserve or protect the Property or fulfill any of the obligations of Grantor, under this Security Instrument or any of the Related Documents, including without limitation, any protective advances made with respect to the Property for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Property and other costs which Lender is authorized by this Security Instrument or any of the Related Documents to pay on behalf of Grantor.

Cross Collateralization. It is the expressed intent of Grantor to use this Security Instrument to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred.

Future Advances. To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

Consumer Purpose Loan Exclusion. Notwithstanding anything to the contrary, Indebtedness specifically excludes any obligation pursuant to a credit transaction which was offered or extended primarily for personal, family, or household purposes.

Maximum Amount Secured. Notwithstanding any other provision of this Security Instrument, the maximum principal amount of Indebtedness that may be secured at any one time is \$1,000,000.00.

WARRANTIES. Grantor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Grantor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Grantor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor will warrant and defend generally, at Grantor's expense, the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property. Lender shall be entitled to participate in any proceeding relating to defense of title to the Property and to be represented in the proceeding by counsel of Lender's own choice, and Grantor shall



cause to be delivered to Lender all instruments as Lender may request from time to time permit such participation.

Condition of Property. Grantor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs, replacements, and maintenance so that the value of the Property shall not in any way be impaired. Grantor agrees to neither abandon nor leave unattended the Property.

Removal of any Part of the Property. Grantor promises not to demolish or remove any part of the Property, including any personal property constituting fixtures, from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

Alterations to the Property. Grantor promises to abstain from causing, conducting, or permitting any nuisance or the commission of any waste on or in connection with the Property. Further, Grantor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Grantor warrants that the Property complies with and will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale – Lender's Consent. Grantor shall not sell, transfer, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness, as permitted by law.

Insurance. Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. All insurance policies shall include a lender's loss payable endorsement. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 30 days' notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may do so at Grantor's expense. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

Payment of Taxes and Other Applicable Charges. Grantor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Grantor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Grantor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Grantor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on, under, about, or from the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Grantor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the



location of any hazardous or toxic materials on or about the Property. Grantor indemnifies, defends, and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Grantor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Grantor or Grantor's failure to comply fully and timely with environmental laws. This indemnity includes all costs and expenses incurred by Lender, including reasonable attorneys' fees, that are related to a violation of any environmental laws, even if the Indebtedness has been paid at the time any proceeding, claim, or action is started against Lender. This provision, including the obligations of Grantor to indemnify, defend, and hold harmless, shall survive the payment of the Indebtedness and cancellation or termination of this Security Instrument, and shall not be affected by: (i) Lender's acquisition of any interest in any of the Property, whether by foreclosure or otherwise; and/or (ii) transfer of the Property, whether by grant deed, assignment, deed in lieu of foreclosure, or otherwise.

Financial Information. Grantor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Grantor.

Lender's Right to Enter. Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Grantor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Grantor.

Survival of Representations and Warranties. All representations, warranties and agreements made by Grantor in this Security Instrument shall survive the execution and delivery of this Security Instrument, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Payment of Taxes and Other Applicable Charges. Grantor promises to pay and to discharge liens, encumbrances, taxes, special taxes assessments, fines, lease payments and any other charges (including, but not limited to, a statement of obligation pursuant to California Civil Code section 2943 and any successor statutes) relating to the Property when levied or assessed against Grantor or the Property. Grantor shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Upon demand by Lender, Grantor shall furnish to Lender satisfactory evidence of payment of the taxes or assessments against the Property.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Grantor/Mortgagor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Grantor/Mortgagor is not in default, Grantor/Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Grantor/Mortgagor tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses



must first be approved by Lender. Lender may exercise its right under this paragraph either in person, by agent, or through a receiver.

CONDEMNATION. Grantor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

GRANTOR'S ASSURANCES. At any time, upon a request of Lender, Grantor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument. Unless prohibited by law, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

ATTORNEY-IN-FACT. Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Grantor. This power of attorney shall not be affected by the disability of the Grantor.

DEFAULT. Upon the occurrence of any one of the following events (each, an "Event of Default" or "default" or "event of default"), Lender's obligations, if any, to make any advances will, at Lender's option, immediately terminate and Lender, at its option, may declare all indebtedness of Grantor to Lender under this Security Instrument immediately due and payable without further notice of any kind notwithstanding anything to the contrary in this Security Instrument or any other agreement: (a) Grantor failure to make any payment on time or in the amount due; (b) any default by Grantor under the terms of this Security Instrument or any other Related Documents; (c) any default by Grantor under the terms of any other agreement between Lender and Grantor; (d) the death, dissolution, revocation or termination of existence of Grantor or any guarantor, or the declaration of any Grantor or guarantor as incompetent; (e) Grantor is not paying Grantor debts as such debts become due; (f) the insolvency of Grantor, the commencement of any proceeding under bankruptcy or insolvency laws by or against Grantor or any guarantor or the appointment of a receiver, Grantor enters into any assignment for the benefit of creditors, or any creditor workout; (g) any default under the terms of any other indebtedness of Grantor to any other creditor, any commencement of foreclosure or forfeiture proceedings by any method, by any creditor of Grantor or by any governmental agency, against any collateral for this Agreement, or the entry of a final judgment against Grantor involving the payment of more than one hundred thousand dollars (\$100,000.00) by Grantor or any guarantor; (h) any writ of attachment, garnishment, execution, tax lien or similar instrument is issued or levied against any collateral securing the loan, if any, or any of Grantor property; (i) any part of Grantor business is sold to or merged with any other business, individual, or entity, or a change in ownership of Grantor occurs; (j) any representation, statement, or warranty made by Grantor to Lender in this Security Instrument or any of the Related Documents or any financial statement delivered to Lender proves to be false or misleading, or to have been false or misleading in any material respect as of the time when made or given; (k) if any guarantor, or any other party to any Related Documents terminates, attempts to terminate or defaults under any such Related Documents, is suspended, dissolves, terminates, or ceases to exist as a going business, makes an assignment for the benefit of creditors, becomes subject to the appointment of a receiver for any part of such guarantor's property; (l) Lender has deemed itself insecure or there has been a material adverse change of condition of the financial prospects of Grantor or any collateral securing the obligations owing to Lender by Grantor in Lender's



sole and absolute discretion; and (m) any change in zoning, regulation, or other public restriction is enacted or implemented which prevents, prohibits or impedes the present or intended use of the collateral for this Security Instrument as set forth in the Related Documents. Upon the occurrence of an event of default, Lender may declare the entire unpaid balance evidenced by the Note immediately due and payable and pursue any remedy available under any Related Document, at law or in equity. The remedies of Lender as provided herein or in any other Related Documents shall be cumulative and concurrent and may be pursued singularly, successively, or together, at the sole discretion of Lender, and may be exercised as often as occasion therefore shall arise.

CURE OF DEFAULT. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Security Instrument D within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Grantor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness secured by this Security Instrument and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. Any and all of the foregoing amounts shall at Lender's sole option, be payable on demand, or be added to the balance of the promissory note and paid over the remaining term of the promissory note, or be payable as a balloon payment due at the promissory note's maturity, as determined by Lender in Lender's sole and absolute discretion. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction by the Trustee, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the Trustee and sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in it, but shall be without any covenant or warranty, express or implied. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option. With respect to all or any part



of the Property, Lender shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with California law.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor. Employment by Lender shall not disqualify a person from serving as a receiver.

The parties agree that the remedies available may be inadequate compensation for any loss. Therefore, to the extent allowed by applicable law, in Lender's sole discretion, Lender may seek specific performance of any promise, obligation, or covenant contained in this Security Instrument. Any defense in any action for specific performance that the remedy at law would be adequate is waived.

In the event Grantor continues to remain in possession of all or any part of the Property after Lender becomes entitled to possession thereof (whether through non-judicial foreclosure, deed-in-lieu or otherwise), Grantor shall be deemed a tenant at sufferance at Lender's election, and be required to pay a reasonable rental value for the use of the Property or to immediately vacate the Property upon Lender's demand.

To the extent allowed by law, all of Lender's rights and remedies, however evidenced and from whichever source they derive, are cumulative in nature. Lender is entitled to exercise any remedy in any order it determines appropriate. Lender may exercise remedies singularly or concurrently.

NO WAIVER. No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

POWERS OF TRUSTEE/SUBSTITUTE TRUSTEE. Trustee shall meet all qualifications required for a trustee under applicable law. In addition to the rights and remedies set forth in this Security Instrument and notwithstanding any other terms or conditions contained herein, Trustee shall have the right to foreclose against all or any part of the Property by notice and sale in accordance with, and to the fullest extent permitted by, applicable law. Trustee shall also hold any and all rights afforded to a trustee pursuant to California Civil Code section 2920, *et seq.* and any successor statutes. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Grantor, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

JOINT AND SEVERAL LIABILITY. The liability of all parties obligated in any manner under this Security Instrument shall be joint and several, to the extent of their respective obligations.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Grantor.

GENERAL WAIVERS. Grantor, to the extent permitted by law, hereby waives (a) notice of acceptance of this Security Instrument, and all notice of the creation, extension of, or accrual of any of the Indebtedness; (b) diligence, presentment, protest, demand for payment, notice of dishonor, notice of intent to accelerate, and notice of acceleration in connection with the Indebtedness or any other obligations now existing or hereafter owing which are secured by this Security Instrument; (c) any requirement that Lender proceed against or pursue any other collateral securing or any other party responsible for some or all of the Indebtedness; (d) any requirement



that Lender pursue or exhaust any other remedy available to Lender; (e) any right to request that Lender marshal any part or piece of the Property and/or any other collateral; (f) any defenses or claims relating to Lender's failure to protect, preserve, or resort to any collateral; and (g) any and all defenses that could be asserted by Grantor, including, but not limited to, any defenses arising out of failure of consideration, breach of warranty, fraud, payment, statute of frauds, bankruptcy, lack of capacity, statute of limitations, Lender liability, unenforceability of any loan document, accord and satisfaction, usury, or the extension, renewal, and modification of the Indebtedness.

Grantor, to the extent permitted by law, further waives and agrees not to assert any and all rights, benefits, and defenses that might otherwise be available under the provisions of the governing law that might operate, contrary to any agreements between Grantor, and Lender, to limit Grantor's liability to Lender, including all defenses of suretyship.

TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN ANY NOTICE REQUIRED HEREIN, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

WAIVER OF APPRAISEMENT RIGHTS. Grantor waives all appraisement rights relating to the Property to the extent permitted by law.

ASSIGNABILITY. Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

GOVERNING LAW. This Security Instrument is governed by the laws of the state of California, without regard to its conflict of law provisions, except to the extent that federal law controls. This Security Instrument has been accepted by Lender in the State of California.

CHOICE OF VENUE. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Kern County, State of California.

WAIVER OF JURY TRIAL. All parties to this Security Instrument hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Security Instrument or any other instrument, document or agreement executed or delivered in connection with this Security Instrument or the Related Documents.

ORAL AGREEMENTS DISCLAIMER. This Security Instrument , together with the Loan Documents, represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Security Instrument.

NO MERGER. No estate in any of the Property that is separate as of the date of the recording of this Security Instrument, including, but not limited to, a fee simple estate, leasehold estate, subleasehold estate, or otherwise, shall hereinafter merge without Lender's written consent to same, and all such separate estates shall remain separate and distinct notwithstanding the union or common ownership of said estates.



UNIFORM COMMERCIAL CODE (U.C.C.) Grantor grants to Lender a security interest in all personal property, including goods that Grantor owns now or in the future, that are or will become fixtures related to the Property. Grantor agrees that this Security Instrument shall suffice as a financing statement and may therefore be filed of record as a financing statement for the purposes of Article 9 of the Uniform Commercial Code. Grantor authorizes Lender to file any financing statements required under the Uniform Commercial Code. With respect to any personal property included in the Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the extent provided by California law.

COUNTERPARTS. This Security Instrument may be executed in counterparts. Each such counterpart shall be deemed an original, but all such executed counterparts together shall constitute one and the same instrument.

NOTICES. Unless otherwise required by applicable law or provided under this Security Instrument, any notice or demand given by Lender to any party is considered effective: (i) three Business Days after it is deposited in the United States Mail as certified mail, return receipt requested; (ii) one Business Day after it is deposited with a nationally recognized overnight courier service; or (v) on the day of personal delivery. As used herein, "Business Day" shall refer to each and every day of the week that is not a Saturday, Sunday, or federal or State of California holiday. Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. Such notice or demand shall be sent to the party at the address contained herein or at an alternative address as may be provided upon five days prior notice to Lender in writing. Any notice given to Lender must be addressed to Lender at the address contained herein or at an alternative address as may be provided by Lender in writing.

EXPENSES. Grantor hereby agrees, to the extent permitted by law, to pay on demand any and all expenses incurred by Lender in connection with enforcing any rights under this Security Instrument, regardless of whether there is a lawsuit. Without limiting the foregoing, Grantor agrees that whenever any attorney is used by the Lender to obtain payment rights of the parties hereunder, to represent Lender in bankruptcy proceedings or appeals, or to advise the Lender of its rights, the Lender shall be entitled to recover its attorneys' fees, all costs, including court costs, and expenses attributable thereto (the "Expenses").

GOVERNING LAW. This Security Instrument is governed by the laws of the state of California, without regard to its conflict of law provisions, except to the extent that federal law controls. This Security Instrument has been accepted by Lender in the State of California.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law or public policy, only that term or provision will be ineffective and to the extent required to make it lawful or permissible by public policy. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.



By signing this Security Instrument, each Grantor acknowledges that all provisions have been read and understood.

TRINITY ASSET HOLDINGS CO., LLC, a California limited liability company

By:  CHARLES D BLACKBURN
Its: Managing Member

Date

9/17/24

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

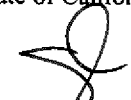
State Of California

County Of San Joaquin

On 9/17/24 before me, Elisa Zuniga, Notary Public, personally appeared CHARLES D BLACKBURN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Elisa Zuniga (Seal)
_____, Notary Public

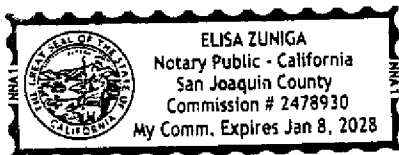


Exhibit "A"

Real property in the County of Klamath, State of Oregon, described as follows:

Parcel 2 of Land Partition 16-14, situated in the N1/2 SW1/4 of Section 1, Township 41 South, Range 10 East of the Willamette Meridian, Recorded September 18, 2014 in Volume 2014-009711, Microfilm Records of Klamath County, Oregon