

When recorded return to:

AmeriTitle, LLC  
P.O. Box 5017,  
Klamath Falls, OR 97601

**DEED OF TRUST**

THIS DEED OF TRUST, made this 17 day of September, 2024 between

**97 INVESTMENT GROUP LLC, GRANTOR,**  
whose address is **19991 US-97, KLAMATH FALLS, OR 97603**

and

**AmeriTitle, LLC, TRUSTEE,**  
whose address is **404 MAIN ST. STE 1, KLAMATH FALLS, OR 97601**

and

**CALLAN HASS, BENEFICIARY,**  
whose address is **314 S 7TH ST, #111, KLAMATH FALLS, OR 97601**

WITNESSETH: Grantor hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in KLAMATH County, Oregon:

**19991 S HWY 97 KLAMATH FALLS OR 97603**  
**19855 S HWY 97, KLAMATH FALLS OR 97603**

Legal Description: **Legal description attached hereto and made a part hereof marked Exhibit "A"**

Tax Parcel Number(s): Account No. 626399; Map No. 4008-03400-00600  
Account No. 626433; Map No. 4008-03400-00900  
Account No. 901518; Map No. 4008-03400-00601

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of **Six Hundred Thirty Thousand dollars and Zero cents (\$630,000.00)** with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

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

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.


IT IS MUTUALLY AGREED THAT:


1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Oregon, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Oregon is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
7. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.
9. If all or any part of the property or any interest in it is sold or transferred without Beneficiary's prior written consent, Beneficiary may, at its option, require immediate payment of all sums secured by this Deed of Trust. If such option is exercised, the Beneficiary shall give Grantors notice of such acceleration. The notice shall provide a period of 30 days from the date notice is delivered or mailed within which Grantors must pay all sums secured by this Deed of Trust. If Grantors fail to pay these sums prior to expiration of this period, Beneficiary may invoke any remedies permitted by this instrument without further notice or demand on Grantors.
10. Upon Grantor's breach of any obligation under this Instrument, Beneficiary may enter upon and take full operational control of the Property. Operational control includes, but is not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues, the making of repairs to the Property and the execution or termination of management and maintenance contracts. In the event the Beneficiary elects to seek the appointment of such receiver, Beneficiary or the receiver shall be entitled to receive a reasonable fee for managing the Property. The Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those revenues received. The Beneficiary shall not be liable to Grantor, anyone claiming under or through Grantor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this paragraph. Any taking control of the Property by Beneficiary or the receiver and any application of income as provided in this paragraph shall not cure or waive any default under this Instrument or invalidate any other right or remedy of Beneficiary under law or as provided in this Instrument.

*[Signature Page Follows]*

By:   
Name: Lavdeep Singh  
Title: Managing Member  
97 INVESTMENT GROUP LLC

By:   
Name: Prabhdip S Parmar  
Title: Member  
97 INVESTMENT GROUP LLC

By:   
Name: SUKHTAJBIR SINGH  
Title: Member  
97 INVESTMENT GROUP LLC

By:   
Name: Gurbir Singh  
Title: Member  
97 INVESTMENT GROUP LLC

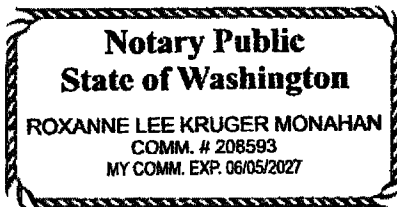
*[Notary Page Follows]*

**NOTARY**

STATE OF Washington ) SS.:  
COUNTY OF King )

I certify that I know or have satisfactory evidence that LAVDEEP SINGH the person who appeared before me, and said person acknowledged that he signed this instrument and stated that he was authorized to execute the instrument and acknowledged it as the Managing Member (title) of 97 INVESTMENT GROUP LLC (name of the party on behalf of whom the instrument was executed) to be the free and voluntary act for the Limited Liability Company, for the uses and purposes mentioned in this instrument.

Witness my hand and official seal hereto affixed on this 17<sup>th</sup> day of September, 2024.



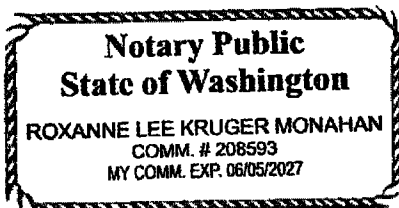
Roxanne Lee Kruger Monahan  
Notary Public in and for the  
State of Washington  
My commission expires 06/05/2027

**NOTARY**

STATE OF Washington ) SS.:  
COUNTY OF King )

I certify that I know or have satisfactory evidence that PRABHDIP S PARMAR the person who appeared before me, and said person acknowledged that he signed this instrument and stated that he was authorized to execute the instrument and acknowledged it as the Managing Member (title) of 97 INVESTMENT GROUP LLC (name of the party on behalf of whom the instrument was executed) to be the free and voluntary act for the Limited Liability Company, for the uses and purposes mentioned in this instrument.

Witness my hand and official seal hereto affixed on this 17<sup>th</sup> day of September, 2024.



Roxanne Lee Kruger Monahan  
Notary Public in and for the  
State of Washington  
My commission expires 06/05/2027

**NOTARY**

STATE OF Washington

) SS..

COUNTY OF King

I certify that I know or have satisfactory evidence that SLUKHYAJIBIR SINGH the person who appeared before me, and said person acknowledged that he signed this instrument and stated that he was authorized to execute the instrument and acknowledged it as the Managing Member (title) of 97 INVESTMENT GROUP LLC (name of the party on behalf of whom the instrument was executed) to be the free and voluntary act for the Limited Liability Company, for the uses and purposes mentioned in this instrument.

Witness my hand and official seal hereto affixed on this 17th day of September, 2024.

Notary Public in and for the  
State of Washington

My commission expires 06/05/2027

**NOTARY**

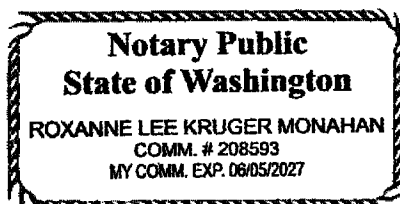
STATE OF Washington

) SS.:

COUNTY OF King

I certify that I know or have satisfactory evidence that GURBIR SINGH the person who appeared before me, and said person acknowledged that he signed this instrument and stated that he was authorized to execute the instrument and acknowledged it as the Managing Member (title) of 97 INVESTMENT GROUP LLC (name of the party on behalf of whom the instrument was executed) to be the free and voluntary act for the Limited Liability Company, for the uses and purposes mentioned in this instrument.

Witness my hand and official seal hereto affixed on this 17th day of September, 2024.



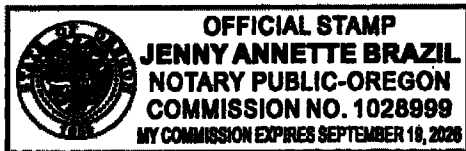
Roxanne Lee Kruger Monahan  
Notary Public in and for the  
State of Washington  
My commission expires 06/05/2027


Notary Acknowledgment  
To Deed of Trust

State of Oregon  
County of Klamath

On this 18<sup>th</sup> day of September, 2024, personally appeared before me the above named Sukhtajbir Singh, as Member of 97 Investment Group LLC, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

WITNESS My hand and official seal.



  
Notary Public for Oregon  
My Commission expires: 9/19/2026

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL 1**

A parcel of land situate in portions of Government Lots 2, 3, and 4 in Section 34, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at the meander corner common to Sections 27 and 34 and running South 15° 58' 10" East 174.6 feet to the Southeasterly right of way line of Highway 97; thence along said right of way line, South 32° 22' 00" West 1,641.36 feet to the point of beginning; thence leaving the right of way line, South 57° 38' 00" East 931.63 feet to the 1858 meander line; thence along said meander line South 05° 38' 20" West 1,046.00 feet; thence North 71° 41' 00" West 429.9 feet; thence South 85° 27' 40" West 266.65 feet; thence South 44° 06' 10" West 291.8 feet; thence leaving the meander line, North 62° 18' 20" West 413.79 feet; thence North 32° 22' 00" East 44.23 feet; thence North 30° 34' 50" East 1,284.01 feet; thence North 57° 38' 00" West 260.00 feet to the Southeasterly right of way line of Highway 97; thence North 32° 22' 00" East 190.59 feet to the point of beginning.

and also described as Parcel 2, Final Map Minor Partition 14-86 in Government Lots 1, 2, 3 and 4 and NW1/4 Section 34, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

**PARCEL 2:**

A parcel of land situate in portions of Government Lots 3 and 4 in Section 34, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at the meander corner common to Sections 27 and 34 and running South 15° 58' 10" East 174.6 feet to the Southeastern right of way line of Highway 97; thence along said right of way line, South 32° 22' 00" West 3,184.09 feet to the point of beginning; thence leaving the right of way line, South 62° 18' 20" East 714.81 feet to the 1858 meander line; thence South 44° 06' 10" West 381.02 feet; thence South 60° 32' 35" West 469.70 feet; thence South 05° 08' 55" West 32.76 feet; thence leaving the meander line, North 57° 38' 00" West 428.14 feet to the Southeasterly right of way line of Highway 97; thence along said right of way line, North 32° 22' 00" East 757.99 feet to the point of beginning.

and also described as Parcel 3, Final Map Minor Partition 14-86 in Government Lots 1, 2, 3 and 4 and NW1/4 Section 34, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.



**Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both original documents must be delivered to the Trustee for cancellation before reconveyance will be made.**

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**REQUEST FOR FULL RECONVEYANCE**

*Do not record.*

*To be used only when note has been paid.*

**TO: TRUSTEE**

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder

Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) SS.:

COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who personally appeared before me and acknowledge that he signed the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the

State of \_\_\_\_\_

My commission expires \_\_\_\_\_