

**2025-000667**

**Klamath County, Oregon**

**01/30/2025 09:12:01 AM**

**Fee: \$97.00**

**After recording, return to:**

Travis Sandusky  
PO Box 746  
Klamath Falls, OR 97601

**ASSIGNMENT OF PROMISSORY NOTE, SECURITY AGREEMENT, AND  
TRUST DEED**

THIS ASSIGNMENT OF PROMISSORY NOTE, SECURITY AGREEMENT, AND TRUST DEED ("Assignment") is made effective December 31, 2024 (the "Effective Date") by and between BASIN MEMORIAL SERVICES, INC., an Oregon corporation ("Assignor"), and TRAVIS SANDUSKY ("Assignee"),

**RECITALS:**

A. Assignor is the holder of that certain Promissory Note made by Cascade – IFP RE, LLC, a Utah limited liability company ("Borrower") in the face amount of One Million One Hundred Fifty Thousand Dollars (\$1,150,000.00) and dated September 13, 2024 (the "Note").

B. The Note is secured by a Security Agreement between Assignor as Secured Party, and Cascade – IFP RE, LLC, a Utah limited liability company, as Debtor contained within the Asset Purchase Agreement between the Assignor and Debtor dated July 30, 2024 (the "Security Agreement").

C. The Note is also secured by a Trust Deed between Assignor as Beneficiary, and Cascade – IFP RE, LLC, a Utah limited liability company, as Grantor dated September 13, 2024, recorded September 16, 2024 as Document No. 2024-008075 (the "Trust Deed").

D. For good and valuable consideration, Assignor wishes to transfer all of Assignor's right, title and interest in and to the Note, Security Agreement, and the Trust Deed (collectively, the Loan Documents") to Assignee.

**AGREEMENT:**

1. Assignment and Acceptance. Assignor hereby assigns, transfer and conveys to Assignee all of Assignor's right, title and interest in and to the Loan Documents. Assignee hereby accepts the assignment of the Loan Documents by Assignor.

2. Future Payments. Following the closing, Assignee will have the right to notify Payor to make future payments under the Loan Documents directly to Assignee and Assignor shall provide any confirmation requested by Payor. Payor is hereby authorized and directed to recognize the rights of Assignee. Assignor shall not solicit any additional payments from Payor under the Loan Documents. If Assignor nevertheless has or come into possession of any

payments from Payor under the Loan Documents and after the Effective Date, the Assignor will immediately remit them to Assignee and until remitted will hold them in trust for Assignee.

3. Additional Documents. The parties will sign and deliver such additional documents and take such further actions, including filing assignments of UCC financing statements to Assignee, as may be reasonably requested by Assignee to further effect and evidence this Assignment. Assignor expressly authorizes Assignee to prepare and record on Assignor's behalf any UCC financing statements deemed necessary to evidence the terms and conditions contained herein.

4. General Provisions. The parties acknowledge and agree as follows: (i) this Agreement is binding on the parties and their successors and assigns; (ii) no waiver of any provision of this Agreement will be binding on a party unless it is in writing and signed by the party making the waiver and a party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision; (iii) this Agreement may be amended or modified only pursuant to a written instrument executed by all parties; (iv) the parties will have all remedies available to them at law or in equity and all available remedies are cumulative and may be exercised singularly or concurrently; (v) if any term or provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the term or provision in any other respect and of the remaining provisions of this Agreement will not be impaired; (vi) all parties have full power and authority to enter into and perform this Agreement, and the representatives signing this Agreement on behalf of the parties have been previously authorized and empowered to enter into this Agreement; (vii) except as otherwise provided for herein, this Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement; (viii) This Agreement may be executed in one or more counterparts, each of which shall be effective as an original, and all of which, when taken together, shall constitute but one and the same instrument. Each party: (a) hereby agrees that transmission by e-mail, facsimile, or other electronic means, by copy or attachment, of a PDF (or .pdf, .jpg, .tiff, or similar) version of an executed or electronically-executed (whether digital or encrypted, by use of DocuSign or other similar technology) Agreement shall for all purposes be effective and legally binding with the same force and effect as an original, manually executed and delivered Agreement; and (b) hereby waives any and all defenses to the effectiveness or enforcement of the terms of this Agreement that may be available to it based on such form(s) of execution and/or delivery described hereinabove; (ix) each party will execute and deliver such other documents and do and perform such other acts and things, as any other party may reasonably request, to carry out the intent and accomplish the purposes of this Agreement; (x) this Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles, and any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Jackson County, Oregon; and (xi) if any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any

appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first above written.

ASSIGNOR:

ASSIGNEE:

Basin Memorial Services, Inc,  
an Oregon company



By: Travis Sandusky, President

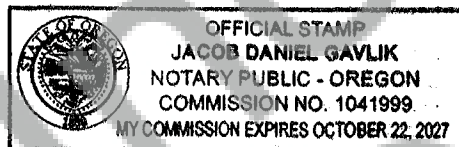


Travis Sandusky

STATE OF Oregon )  
 ) ss.  
County of Klamath )

On this 24<sup>th</sup> day of January, 2025, personally appeared the above-named Travis Sandusky, who being sworn, stated that he is the President of Basin Memorial Services, Inc., an Oregon corporation, and acknowledged that the foregoing instrument was voluntarily signed on behalf of said corporation and by authority of its Board of Directors.

Before me:

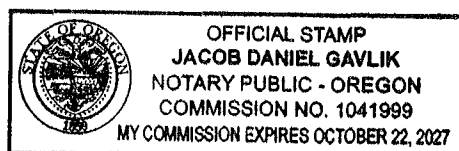


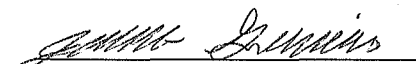
  
Notary Public for Oregon

STATE OF Oregon )  
 ) ss.  
County of Klamath )

On this 24<sup>th</sup> day of January, 2025, personally appeared the above-named Travis Sandusky, and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:



  
Notary Public for Oregon