

GRANTOR:
Chiloquin Market LLC
11102 NE 120th Avenue
Vancouver, WA 98682

BENEFICIARY:
Douglas and Jennifer Stone
POB 1170
Chiloquin, OR 97624

AFTER RECORDING RETURN TO:
Douglas and Jennifer Stone
POB 1170
Chiloquin, OR 97624

SECOND _ TRUST DEED

THIS TRUST DEED, made effective as of the 18th day of February, 2025, between **CHILOQUIN MARKET LLC**, an Oregon limited liability company ("Grantor"), **FIRST AMERICAN TITLE INSURANCE COMPANY** ("Trustee"), and **DOUGLAS STONE AND JENNIFER STONE** (referred to herein jointly as "Beneficiary"),

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to Trustee, in trust, with power of sale, the real property and any and all improvements thereon, whether now or hereafter existing, located in Jackson County, Oregon and legally described on attached Exhibit "A", which is hereby incorporated by reference, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the real property (all of such being herein referred to collectively as "the Property").

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the principal sum of **\$150,000.00** according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor, the final payment of which, if not sooner paid, to be due and payable on or before 2-18, 2030 ("Date of Maturity").

The Date of Maturity is the latest date on which the note becomes due and payable. Should Grantor sell, convey, or assign all (or any part) of the Property or all (or any part) of Grantor's interest in it prior to the Date of Maturity, then all obligations secured by this instrument, irrespective of the Maturity Date, shall become immediately due and payable on the date of such sale, conveyance, or assignment.

To protect the security of this trust deed, Grantor agrees:

1. To protect, preserve and maintain the Property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the Property.

2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all state laws, county ordinances, regulations, covenants, conditions and restrictions affecting the Property.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the Property against loss or damage by fire, in an amount not less than FULL INSURABLE VALUE.

5. To keep the Property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the Property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to Beneficiary; should Grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by Grantor, either by direct payment or by providing Beneficiary with funds with which to make such payment, Beneficiary may, at Beneficiary's option, make payment thereof, and the amount so paid, with interest at the rate of nine percent (9%) per annum from date of expenditure until paid in full, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the Property hereinbefore described, as well as the Grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of Beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as other costs and expenses of the Trustee incurred in connection with or in enforcing this obligation and the Trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of Beneficiary or Trustee; and in any suit, action or proceeding in which the Beneficiary or Trustee may appear, including any suit for the foreclosure of this deed or any suit or action related to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and expenses, including evidence of title and Beneficiary's or Trustee's attorney fees; the amount of attorney fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, Grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as Beneficiary's or Trustee's attorney fees on such appeal.

It is mutually agreed that:

8. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, Trustee may (a) join in any subordination or other agreement affecting this deed or the lien or charge thereof; or (b) reconvey, without warranty, all or any part of the Property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto" and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mention in this paragraph shall be not less than \$5.

9. Upon any default by Grantor hereunder, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including

reasonable attorney's fees upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

10. The entering upon and taking possession of the Property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

11. Upon default by Grantor in payment of any indebtedness secured by or in Grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, Beneficiary may declare all sums secured hereby immediately due and payable. In such event Beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the Trustee to foreclose this trust deed by advertisement and sale or may direct the Trustee to pursue any other right or remedy, whether at law or in equity, which the Beneficiary may have. In the event Beneficiary elects to foreclose by advertisement and sale, Beneficiary or the Trustee shall execute and cause to be recorded a written notice of default and election to sell the Property to satisfy the obligation secured hereby whereupon the Trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.726 to 86.815.

12. After the Trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the Trustee conducts the sale, Grantor or any of other person so privileged by ORS 86.778 may cure the default or defaults. If the default consists of a failure to pay, when due, the sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to Beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with Trustee's and attorney's fees not exceeding the amounts provided by law.

13. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The Trustee may sell the Property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed or any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the Trustee, but including Grantor and Beneficiary, may purchase at the sale.

14. When Trustee sells pursuant to the powers provided herein, Trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the Trustee and a reasonable charge by Trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the Trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to Grantor or to any successor in interest entitled to such surplus.

15. Beneficiary may from time to time appoint a successor or successors to any Trustee named herein or to any successor Trustee appointed hereunder. Upon such appointment, and without conveyance to the successor Trustee, the latter shall be vested with all title, powers and duties conferred upon any Trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, which, when recorded in the mortgage records of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor Trustee.

16. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be party, unless such action or proceeding is brought by Trustee.

Grantor covenants and agrees to and with Beneficiary and Beneficiary's successor in interest that Grantor is lawfully seized in fee simple of the Property and has a valid, unencumbered title thereof (except for liens and encumbrances already of record), and that Grantor will warrant and forever defend the same against all persons whomsoever.

Grantor warrants that the proceeds of the loan represented by the above-described note and this trust deed are primarily for Grantor's personal, consumer, residential, or household purposes

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term "Beneficiary" shall mean the holder and owner, including any pledgee, of the promissory note secured hereby.

IN WITNESS WHEREOF, Grantor has executed this instrument the day and year first above written.

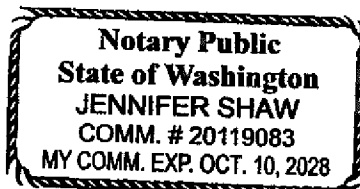
CHILOQUIN MARKET LLC,
An Oregon Limited Liability Company

Harpreet Singh Dhaliwal
By: Harpreet Sing Dhaliwal, Member

Jatinder Deep Singh Malhi
By: Jatinder Deep Singh Malhi, Member

STATE OF ^{SS}OREGON ^{WA})
County of ^{SS}Jackson ^{CLATSOP}) ss:

This instrument was acknowledged before me on Feb. 15, 2025 by Harpreet Sing Dhaliwal and Jatinder Deep Singh Malhi.



Jennifer Shaw
Notary Public for ^{SS}Oregon ^{WA}
My commission expires: 10/10/28

EXHIBIT A

Legal Description of Property

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

Lots 6, 7 and 8, Block 2, ORIGINAL TOWN OF CHILOQUIN, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.