

MAIL TAX STATEMENTS TO:  
No Change

AFTER RECORDING RETURN TO:  
Brent S. Kinkade  
Saalfeld Griggs PC  
404 SW Columbia Street  
Bend, OR 97702



TRUST DEED – ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING

THIS TRUST DEED (the “*Trust Deed*”), is made on March 7, 2025 between *Jeffrey J. Clough*, an individual residing in the State of Oregon, as “*Grantor*,” *AmeriTitle, LLC, a Delaware limited liability company*, whose office is located at 404 Main Street, Suite 1, Klamath Falls, OR 97601, Oregon, as “*Trustee*,” and *James F. Clough and Jill A. Clough, as Trustees of the Clough Revocable Trust dated December 16, 2024* as “*Beneficiary*.”

1. Conveyance

For value received, Grantor hereby grants, bargains, sells and conveys to Trustee, in trust with power of sale, the real property located in Klamath County, Oregon, and more particularly described in *Exhibit 1*, which is attached hereto and incorporated herein (the “*Property*”), together with all the appurtenances, tenements, hereditaments, fixtures, rents, issues, profits, water rights, irrigation rights, easements, and privileges now or hereafter belonging to, derived from or in any way appertaining to the Property.

2. Obligations Secured

This Trust Deed is intended to secure the following:

- 2.1 Each agreement of Grantor contained herein; and
- 2.2 The timely repayment of all Indebtedness (as defined below) including, without limitation, all obligations owing under that certain Promissory Note dated March 7, 2025, in the original principal amount of \$225,000.00 with interest accruing thereon as set forth therein and made by *Jeffrey J. Clough* (“*Borrower*”) payable to Beneficiary (the “*Note*”), together with interest accruing thereon as set forth therein, and any renewals, modifications, or extensions hereafter adopted. The maturity date of the Promissory Note is March 1, 2055.

3. Warranty of Title

At the time of execution and delivery of this Trust Deed, Grantor is the owner of the Property and any Improvements thereon, Grantor has the right and authority to encumber the Property as in this Trust Deed, and the Property is free and clear of all liens and encumbrances, except those of record as

TRUST DEED (TRUSTEES OF THE CLOUGH REVOCABLE TRUST DATED DECEMBER 16, 2024/JEFFREY J. CLOUGH)  
44619-00002 (BSK/DDSI)

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of the date of this Trust Deed. Grantor will defend Beneficiary's rights against any claim, demands, liens or encumbrances other than those listed above.

As used herein, "**Improvements**" shall include any and all buildings and structures and all accessories thereto including, without limitation, residential dwellings, commercial structures, outbuildings, warehouses, garages, landscaping, fencing, utilities, sidewalks, parking spaces, driveways and all other structures and superstructures upon or relating to the Property, or necessary for the use or operation of the Property.

**4. Assignment of Rents (hereinafter "**Assignment**")**

**4.1 Assignment**

Grantor hereby assigns and conveys to Beneficiary for security purposes, all of Grantor's right, title, and interest in and to all Leases and the Rents (as defined below) from and relating to the Property. This is a present assignment and right for collateral purposes.

**4.2 Collection of Rents**

Unless and until Beneficiary exercises its right to collect the Rents as provided below and so long as there is no Default under this Trust Deed or the Note, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Beneficiary's consent to the use of cash collateral in a bankruptcy proceeding.

**4.3 Representations and Warranties**

- 4.3.1 Ownership.** Grantor is entitled to receive its respective Rents free and clear of all rights, loans, liens, encumbrances, and claims, excepting only those in favor of Beneficiary or previously approved of by Beneficiary in writing.
- 4.3.2 Right to Assign.** Grantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Leases and Rents to Beneficiary.
- 4.3.3 No Prior Assignment.** Grantor has not previously assigned or conveyed the Leases and Rents to any other person, by any instrument now in force.
- 4.3.4 No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of or adversely affect any of their rights in the Leases and Rents.
- 4.3.5 Current Use of Property.** Grantor presently uses, occupies, controls and manages the Property. Grantor shall not modify, amend, cancel, terminate, or otherwise change the current use of the Property without the prior written consent of Beneficiary.
- 4.3.6 Leases.** The Property is not currently Leased. All documents relating to any leases of the Property must be provided to Beneficiary. Grantor shall not enter into any lease, and shall not modify the terms of, extend or terminate any leases affecting the Property without Beneficiary's prior written consent.

#### 4.4 Collection of Rents by Beneficiary

Beneficiary shall have the right at any time upon an Event of Default under this Assignment, and without notice to Grantor or opportunity to cure, to collect and receive the Rents. For this purpose, Beneficiary is hereby given and granted the following rights, powers and authority:

- 4.4.1 **Notice to Occupants.** Beneficiary may send notices to any and all parties owing Rents to Grantor, and/or any parties occupying the Property at any time, advising them of this Assignment and directing all Rents to be paid directly to Beneficiary.
- 4.4.2 **Entry on the Real Property.** Beneficiary may enter upon and take possession of the Property; demand, collect and receive from the occupants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.
- 4.4.3 **Maintenance of the Real Property.** Beneficiary may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees and agents, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Beneficiary on the Property.
- 4.4.4 **Compliance with Laws.** Beneficiary may do any and all things to execute and comply with applicable federal and state laws and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.
- 4.4.5 **Lease the Real Property.** Beneficiary may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Beneficiary may deem appropriate.
- 4.4.6 **Employ Agents.** Beneficiary may engage such agent or agents as it may deem appropriate, either in Beneficiary's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.
- 4.4.7 **Other Acts.** Beneficiary may do all such other things and acts with respect to the Property as reasonably appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.
- 4.4.8 **No Requirement to Act.** Beneficiary shall not be required to do any of the foregoing acts or things, and the fact that Beneficiary shall have performed one or more of the foregoing acts or things shall not require Beneficiary to do any other specific act or thing, and Beneficiary shall have no liability as to Grantor or any other party relating to Beneficiary's actions in accordance with this section or applicable law, and Grantor hereby releases Beneficiary from all claims, damages, demands, causes of action or other liability relating to the same.

#### 4.5 Application of Rents

All costs and expenses incurred by Beneficiary in connection with or relating to the Property shall be for Grantor's account, and Beneficiary may pay such costs and expenses from the Rents. Beneficiary, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Beneficiary which are not applied to such costs and expenses shall be applied to the Indebtedness, such application shall be at Beneficiary's discretion. All expenditures made by Beneficiary under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the default rate under the Note until paid.

#### 4.6 Full Performance

Grantor agrees that to the extent any payment on the Note is made to Beneficiary, and all or any part of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid by Beneficiary or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise (any such payment is hereinafter referred to as a "**Preferential Payment**"), then this Assignment shall continue to be effective or shall be reinstated, as the case may be, and, to the extent of such payment or repayment by Beneficiary, the Note or part thereof intended to be satisfied by such Preferential Payment shall be revived and continued in full force and effect as if said Preferential Payment had not been made. Subject to the foregoing, if Grantor satisfies all of its Indebtedness when due and Grantor otherwise performs all the obligations imposed upon them under this Trust Deed, Beneficiary shall execute and deliver to Grantor a satisfaction and terminate any financing statement on file evidencing Beneficiary's security interest in the Rents and Leases. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

### 5. Hazardous Substances Certificate, Indemnification and Warranties

5.1 As used herein, "**Environmental Law**" or "**Environmental Laws**" mean any and all federal, state, regional, county and local statutes, regulations, rules, ordinances and policies, all court and administrative orders and decrees, arbitration awards, and all common law, which pertain to environmental matters or contamination of any type whatsoever or the protection of human health or the environment, including, but not limited to, those relating to the presence, manufacture, processing, use, distribution, treatment, storage, disposal, generation, or transportation of Hazardous Substances (as defined below); air, water (including surface water, groundwater, and stormwater) or soil (including subsoil) contamination or pollution; the presence or release of Hazardous Substances; protection of wildlife, endangered species, wetlands, or natural resources; the health and safety of employees and other persons; and notification requirements relating to all of the foregoing including, without limitation, the following statutes, and regulations adopted thereunder: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("**SARA**"), 42 U.S.C. § 9601, et seq. ("**CERCLA**"); the Solid Waste Disposal Act, as amended by the Resource Conservation Recovery Act and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6901 et seq. ("**RCRA**"); the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. § 1251 et seq.; the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq. ("**TSCA**"); the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; the Hazardous

Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Oil Pollution Act of 1990, 33 U.S.C. § 2701 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; and the Occupational Safety and Health Act, 19 U.S.C. § 6251 et seq., as each of the foregoing may be amended from time to time.

- 5.2** As used herein, "**Hazardous Substance**" or "**Hazard Substances**" includes without limitation: (a) any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant, or material now or hereafter regulated by any Environmental Law or defined or designated as a hazardous, infectious, toxic or radioactive material, waste or substance, or as a pollutant or contaminant (or designated by any other similar term), by any Environmental Law now or hereafter in effect; (b) asbestos and any substance or compound containing asbestos; (c) petroleum, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) and ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources; (d) urea formaldehyde foam insulation; (e) polychlorinated biphenyls (PCBs); (f) radon; (g) mold; and (h) any other chemical, material, or substance, exposure to which (because of its quantity, concentration, or physical or chemical characteristics) is limited or regulated for health and safety reasons by any governmental authority, or which poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment.
- 5.3** Grantor will not use, generate, manufacture, produce, store, release, discharge, or dispose of on, under or about the Property or the Property's groundwater, or transport to or from the Property, any Hazardous Substance and will not permit any other person to do so, except for such Hazardous Substances that may be used in the ordinary course of Grantor's business and in compliance with all Environmental Laws including, but not limited to those relating to licensure, notice, and recordkeeping.
- 5.4** Grantor will keep and maintain the Property in compliance with and shall not cause or permit all or any portion of the Property, including groundwater, to be in violation of any Environmental Law.
- 5.5** Grantor shall give prompt written notice to Beneficiary of:
- 5.5.1** Any proceeding, inquiry, or notice by or from any governmental authority with respect to any alleged violation of any Environmental Law or the presence of any Hazardous Substance on the Property or the migration of any Hazardous Substance from or to other premises.
- 5.5.2** All known claims made or threatened by any person against Grantor or with respect to the Property or Improvements relating to any loss or injury resulting from any Hazardous Substance or the violation of any Environmental Law;
- 5.5.3** The existence of any Hazardous Substance on or about all or any portion of the Property other than in accordance with applicable law; or
- 5.5.4** Grantor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause any restrictions on the ownership, occupancy, transferability, or use of the Property under any Environmental Law.

- 5.6 Grantor shall promptly provide to Beneficiary copies of all reports, documents, and notices provided to or received from any agency administering any Environmental Laws or any person hired by Beneficiary, or for Beneficiary's benefit, to inspect or conduct testing of the Property with regard to any Environmental Laws. Beneficiary shall have the right to join and participate, in its own name if it so elects, in any legal proceeding or action initiated with respect to the Property or Improvements in connection with any Environmental Law and have its attorney fees and costs incurred in connection with such an action paid by Grantor, if Beneficiary determines that such participation is reasonably necessary to protect its interest in the Property.
- 5.7 If, at any time, Beneficiary has reason to believe that any release, discharge, or disposal of any Hazardous Substance affecting the Property or Improvements has occurred or is threatened (other than disposal occurring in accordance with and in compliance with all applicable law and all permits and licensing required) or if Beneficiary has reason to believe that a violation of an Environmental Law has occurred or may occur with respect to the Property or Improvements, Beneficiary may require Grantor to obtain or may itself obtain, at Grantor's expense, an environmental assessment of such condition or threatened condition by a qualified environmental consultant.
- 5.8 In the event that any investigation, site monitoring, containment, cleanup, removal, restoration, or other remedial work of any kind or nature (the "**Remedial Work**") is required under any applicable Environmental Law, any judicial order, or by any governmental agency or person because of, or in connection with, the current or future presence, suspected presence, release or suspected release of a Hazardous Substance on, under, or about all or any portion of the Property, or the contamination (whether presently existing or occurring after the date of this Trust Deed) of the buildings, facilities, soil, groundwater, surface water, air, or other elements on or under any other property as a result of Hazardous Substances emanating from the Property, Grantor shall, within 30 days after written demand by Beneficiary for Grantor's performance under this provision (or such shorter period of time as may be required under any applicable law, regulation, order, or agreement), commence and thereafter diligently prosecute to completion, all such Remedial Work. All costs and expenses of such Remedial Work shall be paid by Grantor including, without limitation, Beneficiary's reasonable attorney fees and costs and expert fees incurred in connection with monitoring or review of the legal aspects of such Remedial Work. In the event Grantor shall fail to timely commence, or cause to be commenced, such Remedial Work, Beneficiary may, but shall not be required to, cause such Remedial Work to be performed. In that event, all costs and expenses incurred in connection with the Remedial Work shall become payable immediately upon demand by Beneficiary, or at Beneficiary's sole option, part of the Obligations secured by this Trust Deed and shall bear interest until paid at the rate provided in the Note and shall be paid in accordance with the terms of the Note.
- 5.9 Indemnification: Grantor hereby agrees to indemnify, defend and hold Beneficiary, and their agents, affiliates, related entities, predecessors, successors, and assigns, harmless from and against any and all losses, damages, liens, costs, expenses, and liabilities directly or indirectly arising out of or attributable to any violation of any Environmental Law, any breach of Grantor's warranties herein, or the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under, or about the Property, including without limitation the costs of any required repair, cleanup, containment, or detoxification of the Property, the preparation and implementation of any closure, remedial or other required plans, attorney fees and costs (including but not limited to those incurred in any proceeding

and in any review or appeal), other charges, expert fees, penalties, and fines.

**5.10** In addition to this indemnity, Grantor hereby releases and waives all present and future claims against Beneficiary and Trustee, and their directors, officers, employees, members, agents, affiliates, related entities, predecessors, successors, and assigns, for indemnity or contribution in the event Grantor becomes liable for cleanup or any other costs or claims relating in any way to any Environmental Laws or Hazardous Substances.

**5.11** Grantor represents and warrants to Beneficiary that:

**5.11.1** Neither the Property, nor Grantor or any tenants or occupants of the Property, is in violation of or subject to any existing, pending, or threatened investigation by any governmental authority under any Environmental Law.

**5.11.2** Grantor, and its tenants and occupants of the Property, have not been and are not required by any Environmental Law to obtain any permit or license other than those it has obtained to construct or use the Improvements.

**5.11.3** Grantor, and its tenants and occupants of the Property, will not and have not used, generated, manufactured, produced, stored, released, discharged, or disposed of on, under, or about the Property any Hazardous Substance in violation of any Environmental Law.

**5.11.4** No lead-based paints are on, or will be placed upon, the Property.

**5.12** All Representations, Warranties, and Covenants shall survive the satisfaction of the Obligations, the reconveyance of the Property, and the foreclosure of this Trust Deed by any means and shall be for the benefit of Beneficiary any successor or assign of Beneficiary and any subsequent owner of the Property following foreclosure, deed in lieu, or otherwise purchased the Property from Beneficiary.

**6. Further Assurances; Filing; Refiling; Etc.**

**6.1** Grantor shall execute, acknowledge, and deliver, from time to time, such further instruments as Beneficiary or Trustee may require to accomplish the purposes of this Trust Deed.

**6.2** Grantor, immediately upon the execution and delivery of this Trust Deed, and thereafter from time to time, shall cause this Trust Deed, and any supplemental security agreement, mortgage, or deed of trust relating to this Trust Deed, and each instrument of further assurance, to be recorded and re-recorded in such manner and in such places as may be required by any present or future law in order to perfect, and continue perfection of, the lien and estate of this Trust Deed.

**6.3** Grantor shall pay all filing and recording fees, and all expenses incident to the execution, filing, recording, and acknowledgment of this Trust Deed; any security agreement, mortgage, or deed of trust supplemental hereto and any instrument of further assurance; and all federal, state, county, and municipal taxes, assessments and charges arising out of or in connection with the execution, delivery, filing, and recording of this Trust Deed.

- 6.4** Grantor shall pay all fees and costs relating to any surveys, appraisals, environmental inspections and reports, and any other environmental testing done on behalf of or incurred by Beneficiary.

**7. Payment of Taxes and Utilities**

Grantor shall pay when due all taxes and assessments imposed against the Property and all claims and demands arising from Grantor's use or occupancy of the Property. Upon payment of the real property taxes and assessments Grantor shall furnish to Beneficiary evidence of payment of such taxes and assessments. Grantor hereby authorizes the appropriate city or county official to deliver to Trustee and Beneficiary at any time a written statement of the taxes and assessments against the Property.

**8. Liens**

Grantor shall pay when due all claims for services, labor, materials, or supplies that, if unpaid, might become a lien on all or any portion of the Property. Grantor shall not create, or suffer, or permit to be created, any mortgage, deed of trust, lien, security interest, charge, or encumbrance upon the Property prior to, on a parity with, or subordinate to the lien of this Trust Deed, other than any lien or interest previously approved by Beneficiary in writing.

**9. Impositions**

- 9.1** Grantor shall pay or cause to be paid, when due and before any fine, penalty, interest, or cost attaches, all taxes, assessments, fees, levies, and all other governmental and nongovernmental charges of every nature now or hereafter assessed or levied against any part of the Property (including, without limitation, levies or charges resulting from Covenants), or on the lien or estate of Beneficiary or Trustee (collectively, the "Impositions"); provided, however, that if by law any such Imposition may be paid in installments, whether or not interest shall accrue on the unpaid balance, Grantor may pay the same in installments, together with accrued interest on the unpaid balance, as the same become due, before any fine, penalty, or cost attaches.
- 9.2** Grantor shall furnish to Beneficiary, promptly upon request, satisfactory evidence of the payment of all Impositions. Beneficiary is hereby authorized to request and receive from the responsible governmental and nongovernmental personnel written statements with respect to the accrual and payment of all Impositions and appoints Beneficiary as its attorney-in-fact in this regard.

**10. Grantor's Right to Contest**

Grantor may withhold any payment of taxes, assessments, claims, or demands or may elect to contest any lien if Grantor is in good faith conducting appropriate proceedings to contest its obligation to pay and for as long as the Trustee's interest in the Property is not jeopardized. If the Property is subject to a lien which is not discharged within 30 days from the date that the notice claim of lien is filed, the Grantor shall deposit or cause to be deposited with Beneficiary cash, a sufficient corporate security bond or other security reasonably satisfactory to Beneficiary in an amount adequate to provide for discharge of the lien, plus any interest, costs, attorneys' fees, or other charges that could accrue as the result of foreclosure of sale. In any contest Grantor shall, at Grantor's expense, defend itself, Trustee and Beneficiary and shall satisfy any adverse judgment before enforcement against the Property.



## **11. Insurance**

Grantor will keep the buildings and improvements now erected, or which may hereafter be erected on the Property insured under loss or damage by fire with all risks and extended coverage endorsements, written by a responsible insurance company or insurance company satisfactory to Beneficiary in an amount satisfactory to Beneficiary, with a standard mortgagee clause in favor of the Beneficiary and the holder of any prior trust deed, mortgage or contract. Promptly after the signing of this Trust Deed, Grantor shall deliver to Beneficiary a certificate of insurance evidencing the coverage set forth in this Section. The certificate shall contain a stipulation that coverage will not be canceled or diminished without a minimum of thirty (30) days advance written notice to Beneficiary. Grantor shall also deliver to Beneficiary at least thirty (30) days prior to the expiration of any insurance policy required by this Section, a certificate showing the placement of a renewal or substitute policy of insurance.

**WARNING UNDER ORS 746.201:** Unless you (Grantor) provide us (Beneficiary) with evidence of the insurance coverage as required by our contract or loan agreement, 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 contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or 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 or this Trust Deed.

## **12. Disposition of Insurance Proceeds**

Any insurance funds paid to Beneficiary as a result of damage or loss to the Property may, at the option of Beneficiary, and, subject to the terms of any prior trust deed, mortgage, or contract of sale, be released to Grantor to be expended in the repair, restoration, or replacement of the Property so damaged or lost, or be retained by Beneficiary and applied toward the payment of all or such of the items of indebtedness secured by this Trust Deed as Beneficiary may elect. Grantor hereby appoints Beneficiary as agent to collect all amounts payable under the policies to Grantor, and amounts retained by Beneficiary after the cost of collection, shall be applied (subject to the terms of any prior trust deed, mortgage, or contract of sale) to payment of the principal sum and interest thereon, and other sums secured by this Trust Deed.

## **13. Condemnation**

If the Property, or any part thereof or interest therein, should be taken or damaged by reasons of any public improvement or condemnation proceeding, or if Grantor should receive any notice or other information regarding a condemnation proceeding or similar type of proceeding, Grantor shall immediately notify Beneficiary. Beneficiary shall be entitled to appear in and prosecute in its own name

any such action or proceeding and Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. In the event all or any portion of the Property shall be taken by eminent domain, the Beneficiary, subject to the rights of the holder of any prior trust deed, mortgage or contract of sale, shall have the right to require that all or any portion of the monies payable as compensation for such taking, in excess of the amount required to pay reasonable costs and attorneys' fees incurred by the Grantor in such proceedings, shall be paid to the Beneficiary and applied by it first to any costs and expenses necessarily paid or incurred by the Beneficiary in such proceedings, and the balance shall be applied to the Note secured hereby against the payments last becoming due thereon. All such compensation, awards, damages, rights of action and proceeds awarded to Grantor are hereby assigned to Beneficiary and Grantor agrees to execute such further assignments of the condemnation proceeds as Beneficiary may require.

#### **14. Use, Maintenance, and Alterations**

Grantor shall maintain the Property in good condition and repair and promptly perform all repairs and maintenance necessary to preserve its value. Grantor shall not conduct or permit any nuisance on the Property nor commit or suffer any strip or waste thereof. Grantor shall not build any improvements on the Property, or rezone, subdivide, partition, reclassify or take any other actions with regard to the applicable law use laws without the prior written consent of Beneficiary, but Grantor may make alternations which it deems necessary for the purpose of renting the Property so long as such alterations benefit the Property and do not adversely affect the value of the Property. Grantor will permit Beneficiary and its agents to enter upon the Property at all reasonable times to inspect the Property. Grantor shall promptly comply with all laws, ordinances and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals so long as Beneficiary's and Trustee's interest in the Property are not jeopardized.

#### **15. Security Agreement and Fixture Filing**

To secure the Obligations, Grantor hereby grants to Beneficiary a security interest in the following: (1) the Property to the extent the same is not encumbered by this Trust Deed; (2) all personal property that is used or will be used in the construction of any Improvements on the Property; (3) all personal property that is now or will hereafter be placed on or in the Property or Improvements; (4) all personal property that is derived from or used in connection with the use, occupancy, or enjoyment of the Property; (5) all property defined in the Uniform Commercial Code as adopted in the State of Oregon, as inventory, accounts, deposit accounts, goods, equipment, fixtures, instruments, contract rights and general intangibles, to the extent the same are used at, or arise in connection with the ownership, maintenance, or operation of, the Property (including, but not limited to, any Franchise Agreement or license of Grantor or Grantor or relating to the Property); (6) all causes of action, claims, security deposits, advance rental payments, utility deposits, refunds of fees or deposits paid to any governmental authority, refunds of taxes, and refunds of insurance premiums relating to the Property; and (7) all present and future attachments, accessions, amendments, replacements, additions, products, and proceeds of every nature of the foregoing (hereinafter "**Personal Property**"). This Trust Deed shall constitute a security agreement and fixture filing under the Uniform Commercial Code and laws of the State of Oregon.

Upon request of Beneficiary, Grantor shall take whatever action is requested by Beneficiary to evidence, perfect, protect, enforce and continue Beneficiary's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Beneficiary may, at any time and without further authorization from Grantor, file executed counterparts, copies or

reproductions of this Deed of Trust as a financing statement. Grantor authorizes Beneficiary to file any financing statements and to take all other actions which Beneficiary deems advisable to evidence, perfect or continue its security interest in any collateral for the Indebtedness. Grantor shall reimburse Beneficiary for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Beneficiary and make it available to Beneficiary within three (3) days after receipt of written demand from Beneficiary.

The names of Grantor (debtor) and Beneficiary (secured party) and their mailing addresses from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Deed of Trust. Grantor is an individual residing in the State of Oregon.

#### **16. Beneficiary's Right to Advance Funds**

If Grantor fails to perform any obligation required of it under this Trust Deed, Beneficiary may, without notice, take any steps necessary to remedy such failure. Grantor shall reimburse Beneficiary for all amounts expended in so doing on demand with interest at a rate equal to the rate stated in the Note from the date of expenditure until repaid. The amounts so advanced with interest as stated above shall be secured by this Trust Deed. Such action by Beneficiary shall not constitute a waiver of a default or any of the right or remedy which Beneficiary may have on account of Grantor's default.

#### **17. Encumbrances**

Grantor shall strictly perform all the terms and conditions of any prior mortgage, trust deed or contract of sale now or thereafter existing against the Property, and pay any amounts secured thereby when due. In the event that Grantor shall default under any prior mortgage, trust deed or contract of sale on the Property, Beneficiary may at its option make any payment or take any steps necessary to remedy such default. Grantor shall reimburse Beneficiary for all amounts expended in so doing on demand with interest at a rate equal to the rate stated in the Note. Such action by Beneficiary shall not constitute a waiver of any right arising to Beneficiary for Grantor's breach.

#### **18. Events of Default**

The following shall constitute an **"Default"** under this Trust Deed. An **"Event of Default"** shall occur hereunder if a Default occurs, and is not timely cured in accordance with the terms herein if such Default is capable of being cured:

##### **18.1 Non-Payment**

Failure of Crossan to make any payment required by the Note or for Grantor to make any payment for taxes, insurance premiums, or any other payment necessary to prevent filing of or discharging of any lien.

##### **18.2 Breach of Other Covenant**

Failure of Grantor to perform any obligation contained in this Trust Deed within thirty (30) days after notice from Beneficiary (or Beneficiary's representative) specifying the nature of the default or, if the default cannot be cured within thirty (30) days, failure within such time to commence and pursue with reasonable diligence curative action. No notice of default and

opportunity to cure shall be required if during the preceding twelve (12) calendar months, Beneficiary has already sent a notice to Grantor concerning the default in performance of the same obligation.

### **18.3 Governmental Forfeiture**

Any proceeding by a governmental body to declare a forfeiture.

### **18.4 Sale or Transfer of Possession**

The sale or transfer of possession of the Property or any part thereof and in any manner by Grantor whether by deed, contract of sale, or similar agreement without the prior written consent of Beneficiary.

### **18.5 Insolvency.**

The insolvency of Grantor, Grantor or any Guarantor, the appointment of a receiver for any part of Grantor's property or business, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or Grantor is unable to pay their debts when they become due.

### **18.6 Defective Collateralization.**

This Trust Deed or the Note ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

### **18.7 Creditor or Forfeiture Proceedings.**

Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any party against any collateral securing the Note.

### **18.8 Liens.**

Any writ of attachment, garnishment, execution, tax lien or similar instrument is issued against any Collateral securing repayment of the Indebtedness, or any other assets or property of Grantor; or any other lien or encumbrance is issued against the Property or any other assets or Property of Grantor, and such lien or encumbrance is not removed from title within 30 days after issuance.

### **18.9 Judgments.**

Any judgment is entered against Grantor that materially affects, as determined in Beneficiary's sole judgment, Grantor's business, financial condition or the value of any property or other assets in which Grantor holds an interest, and such judgment is not vacated, bonded or stayed pending a satisfactory appeal, to Beneficiary's satisfaction in its sole judgment, within thirty (30) days following the date of entry thereof.

**18.10 Payment of Debts.**

Grantor is not generally paying their debts as such debts become due.

**18.11 Inability to Perform.**

Beneficiary has a good faith belief that Grantor is unable to perform such party's duties and obligations under this Trust Deed or Note.

**18.12 Impairment.**

Beneficiary has a good faith belief that Beneficiary's rights in the Property is impaired.

**18.13 Adverse Change.**

A material adverse change occurs in Grantor's financial condition or Beneficiary believes the prospect of payment or performance of the Note is impaired.

**19. Remedies in Case of Default**

In the event of default, Beneficiary or Trustee, as the case may be, may exercise any of the following rights and remedies, in addition to any other remedies which may be available at law, in equity, or otherwise:

**19.1 Acceleration**

Beneficiary may declare all sums secured by this Trust Deed, including all interest and prepayment penalties to be immediately due and payable.

**19.2 Possession**

Beneficiary may, either through a receiver or as a Beneficiary-in-possession, take possession of all or any part of the Property, and Grantor shall peaceably surrender the same.

**19.3 Foreclosure**

Beneficiary may obtain judgment foreclosing Grantor's interest in all or any part of the Property.

**19.4 Abandon Security**

Beneficiary may abandon any security afforded by this Trust Deed or any other security instrument by notifying Grantor of Beneficiary's election to do so.

**19.5 Power of Sale**

Beneficiary may direct Trustee, and Trustee shall be empowered, to foreclose the Property by advertisement and exercise of the power of sale under applicable law.

#### **19.6 Sale of Collateral; Bid at Public Sale**

In exercising its rights and remedies, Beneficiary shall be free to sell all or any part of the Property together or separately, or to sell certain portions of the Property and refrain from selling other portions. Beneficiary shall be entitled to bid at any public sale of all or any portion of its collateral under this Trust Deed.

#### **19.7 Collect Rents and Enforce Leases**

Beneficiary may, but shall not be obligated to: (i) endorse as Grantor's attorney-in-fact the name of Grantor or any subsequent owner of the Property on any checks, drafts or other instruments received in payment of the Rents, and deposit the same in bank accounts, which power of attorney is coupled with an interest and shall be irrevocable; (ii) endorse as Grantor's attorney-in-fact the name of Grantor, or any subsequent owner of the Property on any checks, drafts or other instruments received in payment of the Rents, and deposit the same in bank accounts, which power of attorney is coupled with an interest and shall be irrevocable; (iii) give proper receipts, release and acquaintances in relation thereto in the name of Grantor; (iv) institute, prosecute, settle or compromise any summary or legal proceedings in the name of Grantor for the recovery of the Rents, or for damage to the Property, or for the abatement of any nuisance thereon; and (v) defend any legal proceedings brought against Grantor arising out of the operation of the Property.

#### **19.8 Manage the Property**

Beneficiary may, at its election, but shall not be obligated to: (i) perform any of Grantor's (as a landlord or operator, not a tenant or occupant) obligations under the Leases (provided, however, that Grantor shall remain liable for its obligations notwithstanding such election by Beneficiary); (ii) exercise any of Grantor's rights, powers or privileges under the Leases; (iii) modify, cancel or renew existing Leases or make concessions to the tenants thereto; (iv) execute new Leases for all or any portion of the Property; and (v) take such other action as Grantor may have taken with respect to the Leases.

#### **19.9 Appoint Receiver**

Beneficiary shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Beneficiary's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Beneficiary shall not disqualify a person from serving as a receiver.

#### **19.10 Waiver of Stay, Extension, Moratorium, and Valuation Laws**

To the fullest extent permitted by law, Grantor waives the benefit of any existing or future stay, extension, or moratorium law that may affect observance or performance of the provisions of this Trust Deed and any existing or future law providing for the valuation or appraisal of the Property prior to any sale. Grantor warrants that Grantor is not unable to pay the obligations secured by the Trust Deed due to COVID-19 or other medical conditions.

### **19.11 Cumulative Remedies**

Election to pursue one remedy shall not exclude resort to any other remedy, and, unless the context otherwise requires, all remedies under this Trust Deed are cumulative and not exclusive. An election by Beneficiary to cure the default shall neither prejudice the right to declare a default nor constitute a waiver of the breached term or any of the remedies provided herein. No delay or omission in exercising any right or remedy shall impair that or any other right or remedy or shall be construed to be a waiver of the default.

### **20. Application of Proceeds**

All proceeds realized from the exercise of the rights and remedies under this Trust Deed shall be applied as follows:

- 20.1** To pay the costs of exercising such rights and remedies, including the costs of any sale, and the costs and expenses recoverable under this Trust Deed;
- 20.2** To pay all other amounts owed by Grantor, payment of which is secured by this Trust Deed; and
- 20.3** The surplus, if any, shall be paid to the clerk of the court in the case of a judicial foreclosure, or otherwise to the person or persons legally entitled thereto.

### **21. Deficiency**

No sale or other disposition of all or any part of the Property shall be deemed to relieve Grantor of any of the Indebtedness, except to the extent that the proceeds are applied to the payment of such Indebtedness. If the proceeds of a sale, a collection, or other realization of, or upon the Property are insufficient to cover the costs and expenses of such realization and the payment in full of the Indebtedness, Grantor shall remain liable for any deficiency to the fullest extent permitted by law.

Grantor further waives all rights and defenses arising by reason of any "one action" or "anti-deficiency" law or any other law which may prevent Beneficiary from bringing any action against Grantor, including a claim for deficiency to the extent Beneficiary is otherwise entitled to a claim for deficiency, before or after Beneficiary's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale. Grantor agrees to remain liable under the Note or other obligation with Beneficiary no matter what action Beneficiary takes or fails to take under this Trust Deed.

### **22. Definitions**

The following capitalized words and terms shall have the following meanings when used in this Trust Deed. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

- 22.1 Assignment.** The word "Assignment" means the Assignment of Rents and Leases section and terms contained herein, as such Assignment of Rents and Leases may be

amended or modified from time to time.

**22.2 Grantor.** The word "Grantor" means JEFFREY J. CLOUGH, an individual residing in the State of Oregon.

**22.3 Indebtedness.** The word "Indebtedness" includes, without limitation, all obligations, indebtedness and monies, evidenced by any promissory note, loan document or related document or agreement, owing to Beneficiary from Grantor and whether existing now or any time in the future, and regardless of whether such amounts or terms are modified or increased at any time, and specifically including, without limitation, all principal, interest, fees, prepayment penalties, charges, costs and expenses for which Grantor are responsible under the terms of any loan between Grantor, and Beneficiary, and all new debt and loans extended to Grantor thereafter.

**22.4 Beneficiary/Beneficiary.** The word "Beneficiary" or "beneficiary" means, collectively and individually as the context may require, JAMES F. CLOUGH and JILL A. CLOUGH, as Trustees of the Clough Revocable Trust dated December 16, 2024.

**22.5 Leases.** The term "Leases" means all leases, subleases, tenancies, licenses, occupancy agreements, reservations or agreements to lease or rent all or any portion of the Property, together with any extensions, renewals, amendments, modifications or replacements thereof, and any options, rights of first refusal or guarantees of any tenant's obligations under any lease now or hereafter in effect.

**22.6 Rents.** The term "Rents" means all rents, revenues, income, receipts, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, any monies received from services provided in connection with the Property, and profits and proceeds from the Leases or operation or ownership of the Property, whether due now or later, including without limitation all awards and payments of any kind derived from or relating to the Leases, the proceeds of any rental or loss of rents insurance and all security deposits.

**22.7 Occupant.** The word "Occupant" means individually and collectively all persons or entities occupying or utilizing the Property, whether as owner, tenant, operator or other occupant.

**22.8 Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Property Description" section of this Trust Deed.

### **23. Grantor's Waivers**

The Grantor under this Trust Deed may or may not be obligated on the Amended Note or the Indebtedness secured by this Trust Deed. Regardless of whether or not Grantor, or any or all of them, are obligated on the Amended Note, Grantor acknowledges and agrees that they have received a benefit from Lender and the Indebtedness. Grantor authorizes Lender, without notice or demand and without lessening Grantor's liability hereunder or the lien created hereunder and from time to time: (A) to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness (extensions may be repeated and may be for longer than the original loan term); (C) to exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without



the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one Grantor (or any other party obligated) on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Trust Deed in whole or in part.

Except as may be prohibited by applicable law, Grantor waives any right to require Lender: (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code (as codified and applied in Oregon); (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever. Grantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of: (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Grantor's subrogation rights or Grantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Grantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any applicable statute of limitations; or (F) any defenses given to Grantor at law or in equity other than actual payment and performance of the Indebtedness. Grantor further waives and agrees not to assert or claim at any time any deductions to the Indebtedness for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by Grantor, or any one of them.

## **24. General Provisions**

### **24.1 Reconveyance Upon Payment**

Upon written request of Beneficiary stating that all sums secured hereby have been paid, surrender of this Trust Deed and the Note to Trustee for cancellation and retention and payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in any reconveyance executed under this Trust Deed of any matters of facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as **"the person or persons legally entitled thereto."**

#### **24.2 No Waiver**

No delay or omission of Beneficiary in exercising any right or power arising from any default by Grantor shall be construed as a waiver of such default or as an acquiescence therein, nor shall any single or partial exercise thereof preclude any further exercise thereof. Beneficiary may, at its option, waive any of the conditions herein and any such waiver shall not be deemed a waiver of Beneficiary's rights hereunder but shall be deemed to have been made in pursuance of this Trust Deed and not in modification thereof. No waiver of any Event of Default shall be construed to be a waiver of or acquiescence in or consent to any preceding or subsequent Event of Default.

#### **24.3 Captions**

The captions to the Sections of this Trust Deed are included only for the convenience of the parties and shall not have the effect of defining, diminishing, or enlarging the rights of the parties or affecting the construction or interpretation of any portion of this Trust Deed.

#### **24.4 Substitute Trustee**

In the event of dissolution or resignation of the Trustee, Beneficiary may substitute one or more trustees to execute the trust hereby created, and the new trustee(s) shall have all of the powers and duties of prior trustees.

#### **24.5 Trust Deed Binding on Successors and Assigns**

This Trust Deed shall be binding on and inure to the benefit of and are binding upon the heirs, successors and assigns of Grantor, Trustee and Beneficiary.

#### **24.6 Security Agreement**

This Trust Deed shall serve and is to be also considered as a security agreement under the Uniform Commercial Code.

#### **24.7 Notice**

Any notice under this Trust Deed shall be in writing. Any notice to be given or document to be delivered under this Trust Deed shall be effective when either delivered in person or deposited as registered or certified mail, postage prepaid, addressed to the party at the address first stated in this Trust Deed; provided that any notice pursuant to exercise of the Trustee's power of sale in the event of default shall be sufficient if such notice complies with all provisions of Oregon law applicable to exercise of such powers of sale. Any party may by notice to the others designate a different address.

#### **24.8 Indemnity**

Grantor shall hold Beneficiary and Trustee harmless from any and all loss and expense, including but not limited to attorneys' fees and court costs, in any suit, action or proceeding or any appeal therefrom brought against Trustee or Beneficiary by a third party resulting from or attributable to Beneficiary's ownership of the Note or Trustee's interest under this Trust Deed.

#### **24.9 Expenses and Attorneys' Fees**

Whether or not a suit or action is filed, in the event that Beneficiary or Trustee shall take any action, judicial, bankruptcy, or otherwise, to interpret or enforce the Note or any provision of this Trust Deed or if Beneficiary or Trustee shall be required to appear in any proceeding to protect and maintain the priority of Trustee's title to the Property, Trustee or Beneficiary (or both) shall be entitled to recover from Grantor all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the cost of title reports and surveyors' reports, appraisers and other experts, the costs of environmental assessments and its attorneys' fees and costs, whether incurred in a suit, arbitration, bankruptcy proceeding or action or any appeals from a judgment or decree therein or petition for review, or in connection with nonjudicial action (including, without limitation, attorney fees and costs incurred in seeking relief from the automatic stay in bankruptcy).

#### **24.10 Time of Essence**

Time is of the essence of this Trust Deed.

#### **24.11 Severability**

This Trust Deed is intended to comply with all provisions and requirements of Oregon law including, without limitation, ORS 87.705 et. seq. If a court of competent jurisdiction finds any provision of this Trust Deed to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable and, in its modified form, such provision shall then be enforceable and enforced. If the offending provision cannot be so modified, only such offending provision shall be considered deleted from this Trust Deed. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Trust Deed shall not affect the legality, validity or enforceability of any other provision of this Trust Deed.

#### **24.12 Merger**

There shall be no merger of the interest or estate created by this Trust Deed with any other interest or estate in the Property at any time held by or for the benefit of Beneficiary in any capacity without the written consent of Beneficiary.

#### **24.13 Powers of Attorney**

The various agencies and powers of attorney conveyed to Beneficiary under this Trust Deed are granted for purposes of security and may not be revoked by Grantor until such time as the same is renounced by Beneficiary.

#### **24.14 Entire Agreement**

This Trust Deed and the Note contain the entire agreement of the parties with respect to the matters covered, and no other previous agreement, statement or promise made by any party to this Trust Deed which is not contained in its terms or in the terms of the Note shall be binding or valid.

24.15 Rule of Construction

Any rule of construction interpreting this instrument against its drafter shall be inapplicable.

24.16 Waiver of Jury Trial

GRANTOR ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, AND THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION RELATED TO THIS TRUST DEED OR ANY OTHER DOCUMENT, INSTRUMENT OR TRANSACTION BETWEEN THE PARTIES.

THIS TRUST DEED IS GIVEN TO SECURE THE DEBTS OF A DIFFERENT PARTY THAN ALL GRANTORS SIGNING HEREIN, SUCH PARTY INDEBTED IS RELATED TO GRANTOR AND GRANTOR IS BENEFITED BY THE OBLIGATIONS SECURED HEREBY.

IN WITNESS WHEREOF, Grantor has caused this Trust Deed to be executed as of the day first above written.

JEFFREY J. CLOUGH

*Jeffrey Clough*

State of Oregon )  
County of Klamath ) ss.

On this 7th day of March, 2025, personally appeared Jeffrey J. Clough who being duly sworn, did acknowledge the foregoing instrument to be his voluntary act and deed.

Before me:



*Emily Coe*  
Notary Public for Oregon  
My Commission Expires: 9/27/2025

**EXHIBIT A**

**LOT 68 OF YALTA GARDENS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE  
COUNTY CLERK OF KLAMATH COUNTY, OREGON.**