



11/10/2025 10:59:23 AM

Fee: \$117.00

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

Rod W. Burton, III, Esq.  
BURTON & SWETT, LLP  
P.O. Box 551\*14220 Old State Route 49  
Amador City, CA 95601

**MAIL TAX STATEMENTS:**

Sizemore & Son Construction, Inc  
1820 Dutch Slough Road  
Oakley, CA 94561

KEY NO: R365571

*Space above line is for recorder's use*

**DEED OF TRUST**

**DEFINITIONS:**

- (A) **“Security Instrument”** means this document, together with all Riders to this document.
- (B) **“Borrower”** is Thomas Sizemore, Jr. Borrower is the trustor under this Security Instrument. Borrower’s address is 61174 Gerber Street., Bly, Oregon 97622.
- (C) **“Lender”** is Sizemore & Son Construction, Inc., a California corporation (CA Entity No. 0379779). Lender’s address is 1820 Dutch Slough Road, Oakley, CA 94561. Lender is the beneficiary under this Security Instrument.
- (D) **“Trustee”** is Placer Title Company, a California corporation.
- (E) **“Note”** means the promissory note signed by Borrower for the benefit of Lender of even date herewith. The Note states that Borrower owes Lender **Three Hundred Ten Thousand Dollars and 0/100 (U.S. \$310,000.00)** plus 4.62 percent (4.62%) interest per annum.
- (F) **“Property”** means the property that is described in **Exhibit A** hereto.
- (G) **“Loan”** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note, and (ii) the performance of Borrower’s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Amador: The legal description of the property is listed in **Exhibit A** and fully incorporated herein by reference.

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, excepting therefrom and subject to any encumbrances of record and said leasehold interest.

BORROWER AND LENDER COVENANT AND AGREE as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay the amount of the debt evidenced by the Note on or before the Maturity Date therein and any late charges due under the Note. Any payment due under the Note and this Security Instrument shall be made in U.S. currency. The payment will be deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender.

**2. Property Insurance.** Borrower will pay for the property insurance on the property.

**3. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of the Property, Borrower shall be responsible for repairing or restoring the Property.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property if allowed by law. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**(a) Protection of Lender's Interest in the Property and Rights.** Under this Security Instrument, if: (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions

can include but are not limited to: (i) paying any sums secured by a lien which has priority over this Security Instrument; (ii) appearing in court; and (iii) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 3, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 3.

**4. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by U.S. First Class mail or when actually delivered to Borrower's notice address if sent by other means. Notice may be given by email as well. The notice address shall be Borrower's address in the Definitions above unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under applicable law, the applicable law requirement will satisfy the corresponding requirement under this Security Instrument.

**5. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by the laws of the State of Oregon. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of the laws of the State of Oregon.

In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**6. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

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7. **Remedies.** If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including but not limited to, reasonable Trustee's and attorneys' fees, (b) to all sums secured by this Security Instrument, and (c) any excess to the person or persons legally entitled to it.

The Note secured by this Security Instrument contains the following due-on-sale clause, which is made a part hereof by this reference: "If all or any part of the Property or any interest therein is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Note upon written notice to Borrower."

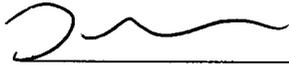
8. **Reconveyance.** Upon payment of the sum secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law. If the fee charged does not exceed the fee set by applicable law, the fee is conclusively presumed to be reasonable.

9. **Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to the Borrower at the address set forth above.

BORROWER:



\_\_\_\_\_  
Thomas Sizemore, Jr.

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## Notary Acknowledgement:

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

State of California) ss. County of )

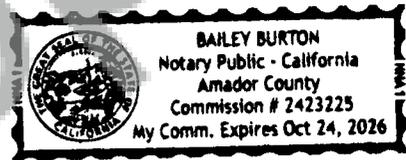
On 11/4, 2025 before me, Bailey Burton, a Notary Public, personally appeared **THOMAS SIZEMORE, JR.** who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary: 

(seal)



## **EXHIBIT A**

### **DESCRIPTION OF PROPERTY SECURING PROMISSORY NOTE**

The real property more commonly known as 61174 Gerber Street, Bly, Oregon, 97622, more particularly described as follows:

Lots 1 & 2, Block 7, North Bly, according to the official plat thereof on file in the office of the clerk of Klamath County, Oregon.

CODE 058 MAP R-3614-034 DC TL 06500-000.

KEY: R365571

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