

MILLER & ASPEN 01041448

TRUST DEED

VOLUME 14 Page 831

3078

THIS TRUST DEED, made this 10th day of October, 1981, between

CONNIE L. HORN,

ASPEN TITLE & ESCROW, INC.

GERALD J. DREDLOVE

AND GENE R. COOPER

WITNESSED IN THE STATE OF OREGON

Klamath County, Oregon, this 10th day of October, 1981,

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in

Klamath County, Oregon, described as follows:

Lot 5, Block 58, SECOND HOT SPRINGS ADDITION TO THE CITY OF Klamath Falls, in the County of Klamath, State of Oregon, as per Plat Map 3809-2800, TL 6200.

THIS TRUST DEED IS AN ABSOLUTE TRUST DEED AND IS BEING RECORDED JUNIOR AND SUBORDINATE TO A FIRST TRUST DEED IN FAVOR OF Klamath First Federal Savings and Loan Association, as per Exhibit A attached hereto and by this reference made a part hereof.

TO THE BENEFIT OF THE CREDITORS OF GRANTOR, AS FOLLOWS:

FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT OF GRANTOR HEREIN CONTAINED AND PAYMENT OF THE SUM OF TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) OR THEREABOUTS, IN LIQUIDATED DAMAGES, IN DOLLARS, WITH INTEREST THEREON ACCORDING TO THE TERMS OF A PROVISIONARY NOTE OF EVEN DATE HERETOBY PAYABLE TO BENEFICIARY OR ORDERED MADE BY GRANTOR, FOR THE PAYMENT OF PRINCIPAL AND INTEREST HEREOF, IT IS AGREED AS FOLLOWS:

1. The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

2. To protect the security of this trust deed, grantor agrees, notwithstanding any other provision contained in this instrument, to do all such acts, projects, 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 thereon, and to keep and maintain any building or improvement which may be constructed, sound, 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 therefore.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such documents, statements, pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing offices or searching agencies, as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$1INSURABLE VALUE written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or if of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep the property free from constitution fees 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 receipt thereon to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, license or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payments, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and the 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 the beneficiary, render all monies secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

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

7. To appear in and defend any suit or proceeding purposed to effect 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, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's 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 the beneficiary's or trustee's attorney's fees on such appeal.

8. It is mutually agreed that we have no right of entry upon the property described in this trust deed, except as provided in paragraph 10, and that 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 the beneficiary, render all monies secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

9. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the money payable as compensation for such taking,

NOTE: The recording Act provides that the trustee be underwritten by an attorney, who is an active member of the Oregon State Bar, a bank, trust company, savings and loan association authorized to do business in the state of Oregon or the United States, a title insurance company authorized to insure title to real property in the state of Oregon or in branches in the United States or any agency thereof, or an escrow service licensed under ORS 696.505 or 696.555.

TRUST DEED

I, the undersigned, do hereby declare and certify that:

1. I am the owner of the property described in this trust deed.

2. I have read and understood the terms and conditions of this trust deed.

3. I have executed this trust deed in my personal capacity.

4. I am of sound mind and of full age.

5. I have read and understood the terms and conditions of this trust deed.

6. I have executed this trust deed in my personal capacity.

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which amount excess of the amount advanced upon all reasonable costs and expenses attorney's fees necessarily paid or incurred by Plaintiff in such proceedings shall be paid by Plaintiff and applied against the reasonable costs and expenses and attorney's fees incurred in the trial and appellate courts necessarily arising out of the settlement of this demand, and the balance applied upon the finding of the court and execution of such instruments as shall be necessary hereafter and granted agreed at this present time.

Unobtaining such communication, promptly upon demand by a trustee,
any time before or at the time of filing upon written request of beneficiary, payment of its fee and presentation of this note, and
any time after filing, if notice of full reconveyance, for cancellation, without affecting the liability of any person for the payment of
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) consent to the making of any map or plan of the property; (b) join in granting any easement or credit-
ing any restriction thereon; (c) join in any subdivision or other agreement affecting this deed or the lien or charge thereon; (d)
recover, 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 matter or facts shall be conclusive proof of the truthfulness thereof. Trustee's
lien or charge on the property mentioned in this paragraph shall be not less than \$5.

10. 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 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.

indebtedness secured hereby, and in such order as beneficiaries and
11. The entering upon and taking possession of the property, the collection of such rents, issues and profits or the proceeds of the
and other insurance policy or compensation or awards for any taking or damage of the property, and the application or release thereof as
shall be made, or notice of default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, the being of the essence with respect to such payment and/or performance, the beneficiary may declare all sum secured hereby immediately due and payable. In such an event the 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, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall record and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby wherein the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed in accordance therewith.

13. 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, the grantor or any other person so privileged by ORS 86733, may cure the default or defaults. If the default consists of a failure to pay, when due, 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 rendering the performance required under the obligation or trust deed. In any case, in addition to curing the defaulted, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing

14. "Deed or Deeds," the person effecting the title shall be entitled to receive payment of all the amounts provided by law.

15. 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 in 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 of any matters of fact shall be conclusive proof of the truthfulness thereof by any person, excluding the trustee, but including the

15. 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 for 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, the trust deed as their interest may be affected by such recording, and (4) the balance, if any, to the settlor or to any successor in interest entitled to such surplus.

made by written instrument, shall be conclusive proof of proper delivery to the successor trustee.
Property so situated, shall be considered part of the trust and held as unencumbered, is made a public record as provided by law. Trustee
shall be entitled to justify any party before a court of common law under any will, deed of trust or any action or proceeding in which grantor,
beneficiary or testator shall be a party, unless such action or proceeding is brought by trustee.

and that the grantor will warrant and forever defend the same against all persons whatsoever.
whereas the grantor represents that the proceeds of the loan represented by the above described note and this trust deed are:
to be used (i) primarily for personal, family or household purposes (see important Notice below),
so issued, for organizations and enterprises which are not business or commercial purposes.
This deed is delivered in due and sufficient manner, at the date and place hereinabove mentioned, before the holder and witness, including plenipotentiaries, of the contracts

This deed will be construed to the intent and purpose of the parties, and if any provision hereof is held invalid or unenforceable, the same shall not affect the validity of the other provisions hereof, which shall remain in full force and effect.

ANNE I. BOONE

disclosure of this paper. U.S. Patents No. 1315, of September 14, 1900, and No. 1316, of October 1, 1900, required disclosure.

LINDA JOHNSON
NOTARY PUBLIC FOR OREGON
COMMISSION NO. 014711
MY COMMISSION EXPIRES SEPT 14, 1998

Notary Public for Oregon
Linda Johnson
9/23/98

REQUEST FOR FULL RECONVEYANCE (Indicate only when obligations have been paid.)

The undersigned is the legal owner and holder of all indebtedness created by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed to remit to you at my expense owing to you under the terms of the trust deed, or pursuant to your loan and all evidence of indebtedness secured by the trust deed (which are delivered to you herewith) together with the trustee's power to remit, without liability to me, the entire amount paid by the trustee of the trust deed to satisfy me, the trustee, in full, all amounts due me under the terms of the trust deed and documents relating thereto.

For more information about the study, please contact Dr. John P. Morrissey at (212) 305-2500 or via email at john.morrissey@nyu.edu.

DATED: **RECEIVED:** **1958-11**
Do not later destroy this card, base on the note which it encloses.
Use the reverse side of this card for cancellations before
RECORDED

在本章中，我們將會學習如何在 Python 中實現一個簡單的卷積神經網絡（Convolutional Neural Network, CNN）。

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EXHIBIT "A" TO TRUST DEED

THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS JUNIOR AND SUBORDINATE TO A TRUST DEED RECORDED IN BOOK M-04 AT PAGE 4591 IN FAVOR OF KLAATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION AS BENEFICIARY/MORTGAGEE, WHICH SECURES THE PAYMENT OF A NOTE THEREIN MENTIONED. GERALD V. BREEDLOVE, THE BENEFICIARY(IES) HEREIN, AGREE TO PAY, WHEN DUE, ALL PAYMENTS DUE UPON THE SAID NOTE IN FAVOR OF KLAATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION AND WILL SAVE GRANTOR(S) HEREIN, CONNIE L. BOONE, HARMLESS THEREFROM. SHOULD THE SAID BENEFICIARY(IES) HEREIN DEFAULT IN MAKING THE PAYMENTS DUE UPON SAID PRIOR NOTE AND TRUST DEED, GRANTOR(S) HEREIN MAY MAKE SAID DELINQUENT PAYMENTS AND ANY SUMS SO PAID BY GRANTOR(S) HEREIN SHALL THEN BE CREDITED UPON THE SUMS NEXT TO BECOME DUE UPON THE NOTE WHICH IS SECURED BY THIS ALL-INCLUSIVE TRUST DEED.

X (initials or Ben.iciary(ies))
CONNIE L. BOONE (initials of Grantor(s))

STATE OF OREGON, COUNTY OF KLAATH

Filed for record at request of Aspen Title Co. on March 13, 1981 at 1:53 P.M., and duly recorded in Vol. M94 the 5th day
of March, 1981.
Mortgagee: Ralyn Boone County Clerk
Connie Mullendore