63513 Form FmHA 427 1 OR	Position 5	Vol. 79	Page 5057
(Rev. 12-2-75) K-31191	FE MORTGAGE FOR OF	REGON	
THIS MORTGAGE is made and entered into	by DONALD B. SAR	UTZKI AND	AGNES SARUTZKI
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herein called "Borrower," and compared to the United	aditibut mutility (a) titury .	na atau a sa	
Government, authorizes acceleration of the entire Borrower, and is described as follows:	which has been executed by indebtedness at the option of	Borrower, is pa of the Governm	or more promissory note(s) hyable to the order of the hent upon any default by
10 Date of Instrument and a showing more property inter-	free concentration Annual-R.	ate and pre-	Due Date of Final Installment
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been And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the

payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949: And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt, payment of the note and any renewals and extensions thereof and any agreements contained therein, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and same harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the

Government the following property situated in the State of Oregon, County (ies) of _____Klamath

DESCRIPTION OF PROPERTY

All the following described real property situate in Klamath County, Oregon: <u>PARCEL ONE</u>

Beginning at the Southeast corner of the Southeast quarter of the Southeast quarter of Section 31, Township 39 South, Range 10 East of the Willamette Meridian; running thence West on the South line of said Section 31 to West line of Lot 7 said Section 31; thence North with meander line on the East side of Lost River to a point on said meander line 7 chains and 68 links North of said Section line; thence in an Easterly direction to the Northea corner of the Southeast quarter of the SEt of said Section 31; thence South twenty chains to the place of beginning, being a portion of the South Half of the Southeast quarter and Lot section 31 in Township 39 South, Range 10 East of the Willamette Meridian, excepting therefrom such portions as have been heretofore deeded to the United States of America for canal rights of way, and also excepting that portion thereof deeded to Great Northern Railway Company for railroad rights of way by deed dated June 10, 1931, and recorded on the 13th of June, 1931, in Volume 95 page 454, records of Klamath County. Oregon.

be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines. (6) To use the loan evidenced by the note solely for purpose authorized by the Government. (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without

such advance by the Government shall relieve Borrower from breach of his covenant to pay. Such advances, with interest, shall be repaid from the first available collections received from Borrower. Otherwise, any payment made by Borrower may

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No

protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at

required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation,

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

the Farmers Home: Administration. etc. to the charge come

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of

all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Govern-

the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At

reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows: (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple. BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements,

of any part thereof or interest therein-all of which are herein called "the property";

or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers,

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9200 feet, five inch wheel line with seven movers, approximately one mile eight inch and ten inch mainline with various valves, reducers and plugs. One sixty horse power Cornell pump with panel One Seventy five horse power Cornell pump with panel

Also, the following described personal property: Sprinkler irrigation system including, but not limited to the following items, and including any replacements or additions to such system:

W¹₂SE¹₂ of Section 2, Township 40 South, Range 9 East of the Willamette Meridian. والمسابر ويوموه والمراجع والمراجع والمراجع والمراجع والمنافع والمراجع والمراجع والمراجع المتحال والمعاد والمسادر

Section 16

Beginning at the intersection of the West line of the "G" Canal and the South line of the "G-O" Lateral being situate in the NW2SW2 of Section 32, Township 39 South, Range 10 E.W.M.; thence continuing South along the West line of the "G" Canal, 124 feet to a point; thence South westerly and parallel to the South line of the "G-O" Lateral, 210 feet to a point; thence Northerly and parallel to the West line of the "G" Canal, 124 feet more or less to a point on the South line of the "G-O" Lateral, 210 feet more or less to the point of beginning. Saving and excepting any portion thereof lying between the South line of the "G-O" Lateral and the South line of the NW2SW2 of Section 32, Township 39 South, Range 10 E.W.M.

ALSO SAVING AND EXCEPTING A parcel of land situate in the SW\SW\2 of Section 32, and the SEZSEZ of Section 31, Township 39 South, Range 10 East of the Willamette Meridian, more particularly described as follows:

ALSO SAVING AND EXCEPTING That portion of the NEŁNEŁ of Section 6, Township 40 S. R. 10 East of the Willamette Meridian lying East of the "G" Canal.

NELNEL, Lots 7, 8, and 9 Section 6, Township 40 South, Range 10 East of the Willamette NEŁNEŁ, Lots 7, 8, and 9 Section 0, Township 40 South, Mange 10 Sage of the Meridian, SAVING AND EXCEPTING those portions deeded to the United States of America 5058

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as

good and nusoandmanike manner; comply with such farm conservation practices and farm and nome management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or important of the security covered bareby, or without the written conservation for the Covernment out, cause or permit waste, less

the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any lighter mend all the security covered hereby and any the property for additional difference of the security of by the Government.

impairment of the security covered hereby, or, without the written consent of the Government, car, remo-timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes. (10)-10 comply with all laws, orunnances, and regulations affecting the property. (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien (11) 10 pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the incident and any and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any incident to the enforcement of a first default including but not limited to costs of avidence of title to and and priority nereor and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and other instruments of the property costs of recording this and other instruments attended to costs of evidence of title to and

supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and (12) Neither the property nor any portion thereof or interest therein shall be assigned, sold, transferred, or encumbered, (12) Neither the property nor any portion thereof or interest therein shall be assigned, sold, transferred, or encumpered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive expenses of advertising, selling, and conveying the property. voluntarily or otherwise, without the written consent of the Government. The Government shan have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and estication and no insured holder shall have any right title or interest in or to the line or any housfite hereof

rights as mortgagee nereunder, including out not infined to the power to grant consents, partial releases, suborumand satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof. (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants (14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note and agreements contained herein or in any supplementary agreement are being performed. or (14) The Government may extend and deter the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, of any indepredness to the Government secured hereby, release from habitry to the Government any party so habe thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereinder, without affect-

release portions of the property from and subordinate the ner hereof, and waive any other rights hereunder, without affect-ing the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production of the second state of the second st (15) If at any time it snall appear to the Government that Borrower may be able to obtain a loan from a production redit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept which have in sufficient ensure to next the next and next indebted are sourced bareby and to next for sum to next the next of the indebtedness secured hereby.

terms tor toans tor similar purposes and periods of time, borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary (16) Default hereunder shall constitute default under any other real estate or crop or chattel security instrument held or with but the Component and executed or chattel by Portfolio and the contract of the to be purchased in a cooperative lending agency in connection with such loan. (10) Default nereunder shall constitute default under any other real estate or crop or charter security instrument neu or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this a backrupt of an incompetent a backrupt of an (1/) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an inscharge of any obligation of the parties rate benefit of continues the Computer of the performance of the benefit of continues the Computer of the performance of the benefit of continues the Computer of the performance instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: shall constitute default hereunder. insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately a) declare the entire amount unpaid under the note and any indeptedness to the Government hereby secured minediately see and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take preserving of constants of rept the property. (c) upon application by it and production of this instrument, without other ever and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other avidance and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers

possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases (d) forceless this instrument as provided begin or by low and (c) enforcement of evidence and without on the property of the evidence and without notice of nearing of sale application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law. (18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses (18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident; to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid (c) the debt evidenced by the note and all indebtedness to the Government sourced bereby (d) inferior liens of receivers in like cases, (a) forcelose this instrument as provider rights and remedies provided herein or by present or future law.

incluent, to enforcing or complying with the provisions hereof, (o) any prior hers required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government's until new other indebtedness of received hereby, (d) inferior liens be so paid, (c) the debt evidenced by the note and all indeptedness to the Government secured hereby, (u) interior here of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Recover owing to a insured by the Government and (f) any balance to Recover. At foreclosure or other sale of of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its greate may bid and purchase are stranger and may pay the Government and its greate may bid and purchase are stranger and may pay the Government and its greater may bid and purchase are stranger and may pay the Government and its greater may bid and purchase are stranger and may pay the Government and its greater may bid and purchase are stranger and may pay the Government and its greater may bid and purchase are stranger and may pay the Government and its greater may bid and purchase are stranger and may pay the Government and its greater may bid and purchase are stranger and may pay the Government and its greater may bid and purchase are stranger and may pay the Government and its greater may bid and purchase are stranger and may pay the Government and its greater may bid and purchase are stranger and may pay the Government and its greater may bid and purchase are stranger and may pay the Government and its greater may bid and purchase are stranger and may pay the Government and its greater may bid and purchase are stranger and its greater may bid and purchase are stranger and its greater may bid and purchase are stranger and its greater may bid and purchase are stranger and its greater may bid and purchase are stranger and its greater may bid and purchase are stranger and its greater may bid and purchase are stranger and its greater may bid and purchase are stranger and its greater may bid and purchase are stranger and its greater may bid and purchase are stranger and its greater may bid and purchase are stranger and its greater may bid and purchase are stranger and its greater may bid and purchase are stranger and its greater may bid and purchase are stranger and its greater may bid and purchase are stranger and its greater of Borrower owing to or insured by the Government, and (1) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Govern-mention destroof the surveyers when resulting such amount on any debts of Borrower owing to or insured by the

all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Govern-ment's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the (19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, (17) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, apprnisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or institute the amount thereof or the time witch which such writen must be brought (c) prescribing any other structure of Government, in the order prescribed above.

appraisal, homestead or exemption of the property, (b) promoting maintenance of an action for a deficiency judgment of limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of instations (d) allowing any right of relevantion or procession following any forcelosure rule or (c) limiting the conditions limitations, (d) allowing any right of redemption or possession following any forcelosure sale, or (e) limiting the conditions which the Conservation by resultion inverse including the laterate rate it new abuses are conditioned and the second sec which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Performer. Performer expressive values the headly of automatic effectives and the property to a new Performer.

which the Government may by regulation impose, menting the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy. (20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or (20) It any part of the toan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or repair the dwelling and her obtained the Covernment's consent to do so (a) neither horrower processing the dwelling and her obtained the Covernment's consent to do so (a) neither horrower processing the dwelling (b) and the covernment's consent to do so (b) neither horrower processing the dwelling and her obtained the Covernment's consent to do so (b) neither horrower processing the dwelling (b) and the covernment's consent to do so (c) neither horrower processing the dwelling (b) and the covernment's consent to do so (c) neither horrower processing the dwelling (c) and the covernment's consent to do so (c) neither horrower processing the dwelling (c) and (repair of property to be used as an owner-occupied dweining (herein called "the dweiling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act the bins will often repair to to here fide offer refuse to repair to the relation reput of the dwelling to the relation of the self.

or rent the awening and has optained the Government's consent to do so (a) neither forrower nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make for nim will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relation to race, rolor, religion, say or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future dwelling relating to race, color, religion, sex or national origin.

regulations not inconsistent with the express provisions hereof.

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address stated above.	ereunder, shall be sent by certified mail, unless otherwise require is designated in a notice so given, in the case of the Government to t of Agriculture, at Portland, Oregon 97205, and in the case of Bo of this instrument or application thereof to any percent	o Farmers Home Administration
invalidity will not affect of	of this instrument or application thereof to any person or circ other, provisions, or applications of the instrument which can be nd to that end the provisions hereof are declared to be severable.	prower to him at his post office
(a) application, at	nd to that end the provisions being the instrument which can be	sumstances is held invalid, such
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	DONALD B. SAROTZKI	1
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On this 6th		n an
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named Donald B. Saru	ignes Sarutzki	appeared the above-
and acknowledged the foregoing in	The set of a set of the set of th	
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STATE OF OREGON CON		
STATE OF OREGON; COL	SNIY OF KLAMATH: 55.	
A.D., 19 79	ithin instrument was received and files for record on and <u>3:15</u> o'clock. <u>P</u> M., and duly recorded	the 6th
of Mortgages	on Page 5057 M., and duly recorded	in Vol. M79
FEE \$12.00	1/1// 12	
CCTC	WM. D. MILNE, County Cler By Dimicha Afetach	'k
	By Dunicha Stated	
		Deputy

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