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UNITED STATES NATIONAL'S HERE BANK OF OREGON P.O. BOX 4412 DESCRIPTION OF TRESS OF THE STATE OF

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1981., among the Grantor, DAVID K BURTON AND SHERYL A, BURTON (herein "Borrower BANK OF MILWAUKIE), and the Benefic

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants ind conveys to Trustee, in trust, with power of sale, the following described property located in the County of KLAMATH and the state of Oregon.

THE WESTIG 4/2 OF LOT 22,1 BLOCK 3, FIRST LADDITION TO ALTAMONT ACRES PIN THE COUNTY OF KLAMATH, STATE OF ALTAMONT ACRES PIN THE COUNTY OF KLAMATH, STATE OF OREGON, ACCORDING TO THE OFFICIAL PLAT. THEREOF ON STATE OF THE OFFICE OF THE COUNTY CLERK OF UNLAMATH FILE IN THE OFFICE OF THE COUNTY CLERK OF UNLAMATH FILE OF THE OFFICE OF THE COUNTY CLERK OF UNLAMATH FILE OF THE OFFICE OF THE COUNTY CLERK OF UNLAMATH STATE OF THE OFFICE OF THE COUNTY CLERK OF UNLAMATH STATE OF THE OFFICE OF THE COUNTY OF THE ACTION OF UNLAMATH STATE OF THE OFFICE OF THE OFFICIAL AND THE OFFICE OF THE OFFICE STATE OF THE OFFICE OF THE OFFICE OF THE OFFICE OF THE OFFICE OF THE STATE OF THE OFFICE OF THE OFFICE OF THE OFFICE OF THE OFFICE OF THE STATE OF THE OFFICE OF THE OFFICE OF THE OFFICE OF THE OFFICE OFFICE OF THE OFFICE OFFICE OF THE OFFICE OFFI

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curve in two of circles of the exceptions is trained. Fractice of the process of the property and all easements, rights, the process of the process

TOGETHER with all the improvements now or hercafter crected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents); royalties, mineral, oil and gas rights and profits; water, water rights; and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated ... MAY..... 14. 1981. (herein "Note"), in the principal sum of: THIRTY TWO THOUSAND . THREE . HUNDRED. FIFTY AND NO/100THS ... Dollars, with interest thereon, providing for monthly installments in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally in Febrer on the day mount the title to the Property, against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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any action nereunder. 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided interest in the Property.

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or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to the sale acquisition. And the provisions of any lease if this Deed of Trust immediately prior to such sale or shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the recordominium or a planned unit development, and constituent documents. If a condominium or, planned, unit development rider is executed by. Borrower and recorded together with this Deed of Trust is doed of Trust as if the rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof. **7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements of nucleose involving a nucleose the secure of the Lender's security of protect Lender's interest, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceeding is involving a reasonable attorney's fees and entry upon the Property to make repairs. If Lender's under domains in a manner provided under paragraph 2 hereof. Trust, Borrower and paragraph 7, with interest thereon, shall be rower's and attake such action as is necessary to protect Lender's interest, including, but not limited to, disburse such areasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance is a manner provided under paragraph 2 hereof.

Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust is to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the such authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Sums or to the sums secured by this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust with the and interest of Borrower acquisition.

insurance carrier. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purption of the funds was made. The Funds are pledged as additional security for the sums secured in the dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes assessments, insurance premiums and ground rents, shall exceed the amount rent as they fail due, such exceed the amount rent as they fail to promptly repaid to borrower or credited to Borrower as monthly installments of Funds. If the amount of the Funds by Lender, the funds pay amount necessary assessments, insurance premiums and ground rents as a ground rents as they fail to the funds they fund the fund of all sums secured by this Deed of Trust. Lender shall promptly refund to Borrower any Funds. Upon payment in full osting payment thereor to the Property is sold or the Property is cherwise acquisition by Lender, any Funds held by Lender, the une of application as a credit agable to the sum secured by this beed of Trust.
Application of Payments. Unless applicable law provides otherwise and payments received by Lender the same secured by this beed of Trust.
Application of Payments. Unless applied by Lender first in payment of anounts payable to the funds held by Lender, any Funds held by Lender, the to interest payle on the Note, and then to interest and the sum as a secure applied by Lender the sole of Trust.
Application of Payments. Unless applied by Lender first in payment of anounts payable to Lender by Borrower shall pay and the second of the roperty is sold or the payment of anounts payable to Lender by Borrowers.
Application

UNFORM COVENANTS. Borrower and Lender covenant and agree as follows:
 1. Payment of Principal and Interest. Borrower, shall promptly pay when due the principal of and interest on the individences excluded by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.
 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to one-twelfth of the yearly taxes and assessments which may attain priority over this plead of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance. The Funds's hall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds shall be paid taxes, assessments and bills, unless Lender may agree in writing at the time of execution of the Funds shall be paid taxes, assessments and bills, unless Lender may agree in writing at the time of execution of the shall applying the Funds and applicable law or to make such a charge. Borrower and Lender may agree in writing at the time of execution of the shall be paid to be availed by a federal or verifying and compiling said assessments and bills, unless Lender may agree in writing at the time of execution of the shall be paid to be order way not charge. Borrower, and Lender may agree in writing at the time of and applicable law or the shall be paid to be applicable was made. The Funds shall be paid to be required to Borrower, and unless such a greement is made or guaranteed by a federal or or writing at interest on the basis of assessments and bills, unless Lender may agree in writing at the time of execution of the funds shall be paid to be required to pay Borrower and interest or the funds and applicable asuitation of a charge. Borrower and Lender may agree in writi

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender as is equal to that proportion which the amount of the sums secured by this Deed of Trust such proportion of the proceeds taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

paid to Borrower. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. **10. Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Lender shall not be required to commence secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. **11. Forbearance by Lender Not a Waiver**. Any forbearance by Lender in exercising any right or remedy hereunder, or the procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's **12. Remedies Cumulative**. All remedies provided in this Deed of Trust or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or 13. Successors and Assigns Bound; Joint and Several Liability: Captions. The covenants and agreements herein subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrowers shall be joint and several. Interpret or define the provisions hereof.
14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to the rovisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. Interpret or define the provisions hereof.
14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to the rovisions of the paragraph 17 hereof. All covenants and segments of Lender as provided herein, and the Property Address or at such other address as Borrower as provided herein. Any notice to Borrower at such other address as a Lender when given in the manner designate by notice to Lender shall be given by certified mail, return receipt requested, to Lender shall be for this beed of Trust shall be given by cartifications to covening envine the deemed to have been given to Borrower or servided herein. Any notice provided herein, and such other address as Lender magnet by notice to Lender shall be given by certified mail, return receipt requested, to Lender shall be address as a forther deemed to have been given to Borrower or servided herein. Any notice provided herein in this use and non-uniform covenants with limited variations by jurisdiction to consitute a uniform security instrument. In the event that any provision or clause of this Deed of Trust or the Note condicts with applicable law, such conflict shall be during any to the forther shall be furnished a conformed copy of the Note and of this Boed of Trust shall

in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

Non-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: 18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured in y this Deed of Trust to be immediately law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies pervisited by applicable are and payable without further demand and may invoke the power of sale and any other remedies pervisited by applicable are sevent of default and of Lender's election to cause the Property to be sold, and shall cause such notice of the occurrence of an each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the and county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the acction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more public able law. After the lapse of acction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more public announcement at the time and place of any previously scheduled

Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of tille evidence; (b) to all sums secured 19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums succeed by this Deed of Trust, and (c) the efficiency to the ender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this then due under this Deed of Trust, the Note and index securing Future Advances, if any, had no acceleration occurred; (b) Borrower pays all reasonable expenses of any other covenants or agreements of Borrower contained in this Deed of Trust; the Note and in the covenants or agreements of Borrower contained in this Deed of Trust; the Note and interfecting Lender's and Trustee's remedies as provided in paragraph 18 hereofy, contained in this Deed of Trust; and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereofy including, but not limited to, reasonable attorney's fees and Trustee's remedies as provided in paragraph 18 hereofy to assure that the lien of this Deed of Trust; Lender's interest in the Property and Borrower's obligation to pay the sums

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9. Concernmentees the process devices on award or draw for the master of each operation, in convertion when the property in part likered, or ion convergences in the of condemontian are not every action. In the overally or part likered, or ion convergences in the of condemontian are not every action. To the overally of a total taking of the Property, the proceeds shall be applied to the summary entry are part in the even of a partial part of a total taking of the Property the proceeds shall be applied to the summary entry in the proceeds. To the even of a total taking of the Property the proceeds shall be applied to the summary entry entry entry of a content of a total taking of the Property in the even of a partial partial of the Property in the even of a partial partial of the Property in the even of a partial partial of the Property index of a partial partial partial of the Property in the even of a partial partial of the Property index of a partial partial partial of the Property index of a partial partial partial partial of the proceed of the property index of a partial partial

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suminor of hotes and this leed of strust, which are delivered hereby, and to recorvey, without warranty, all the estate now held by you under this Deed of Trustito the person of persons legally entitled thereto. The probability of the new of the probability of the person of persons legally entitled thereto. The probability of the new of the probability of the person of persons legally entitled thereto. The probability of the person of the person of persons legally entitled thereto. The probability of the person of the person of persons legally entitled thereto. The probability of the person of the

with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel stid note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together

TO TRUSTEE:

the foregoing instrument to be their coluntary act and deed. ះអ ចង់អាច 11.11 5 Marke through the process and the formation of the formation of the process process and the process process and the process of the process process of the pr (Official Seal) ON Observation of لعد Before me 0 E ST CLARY

mity so. On this is the second of the second s 1981., personally appeared the above named and acknowledged

18. Acceleration: Remedies. Excern in pre-stell in education is hearing the intervent of the pre-steller. Excern is pre-steller in Education in the intervent of the pre-steller in the steller in the st -Borrower

26. Addendum: The rights and obligations of the parties under this Instrument are expressly made subject to the provisions of the Addendum attached to the Deed of Trust. In the event of any conflict between the provisions of this Addendum and the printed provisions of this Instrument, the conditions of the Addendum shall control. at a default of any statement of the same second this Deed of This is and in the state of the state of the state second this Deed of This is and a total of the state second of the state district of the

Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. 22. Reconveyance: Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any the property is to time remove Trustee and appoint 23. Substitute Trustee. In accordance with applicable law, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law. 25. Attorney's fees: As used in this Deed of Trust and in the Note; "attorney's fees; shall include attorney's fees; if any, which shall be awarded by an appellate court. Tub for applicable to the Internet are expressly, made subject to

secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. 20: Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received. 21. "Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Truste to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

SINGLE FAMILY MORTGAGE PURCHASE PROGRAM ADDENDUM TO DEED OF TRUST

9728

The rights and obligations of the parties to the attached Deed of Trust and the Note which is secured by the Deed of Trust are expressly made subject to this Addendum. In the event of any conflict between the pro-visions of this Addendum and the provisions of the Deed of Trust or Note, the provisions of this Addendum shall control.

- 1. The Borrower agrees that the Lender or its assignee may, at any time and without notice accelerate all payments due under the Deed of Trust and Note and exercise any other remedy allowed by law for breach of the Deed of Trust or Note if:
 - a. The Borrower sells, rents or fails to occupy the Property; or
 - b. The Borrower fails to abide by the agreements contained in the Affidavit, or if the Lender or the Division (Housing Division, Department of Commerce, State of Oregon) finds any statement contained in the Affidavit to be untrue.
 - The Borrower understands that the agreements and statements of fact contained in the Affidavit are necessary conditions for the granting of this Loan.
- 2. The Borrower agrees that no Future Advances will be made under the Deed of Trust without the consent of the Housing Division, Department
- 3. The Borrower understands and agrees that the interest rate set forth on the Note shall be in effect only if this loan is purchased by the on the Note shall be in effect only if this loan is purchased by the Housing Division, Department of Commerce, State of Oregon or its assigns. In the event that it is not so purchased, for any reason, the interest rate shall then increase to 17.000 % per annum and the monthly installment of principal and interest increased to \$465.19

NOTICE TO BORROWER:

This document substantially modifies the terms of this Loan. sign it unless you have read and understand it. Do not

I hereby consent to the modifications of the terms of the Deed of Trust and Note which are contained in the Addendum.

Dated this]] day of a 19 81 Kikuto (Borrower) (Borrower)

STATE OF OREGON County of Klamat

On this 21

After recording, mail to:

CHITED STATES HATIONAL BANK OF OREGON

RESIDENTIAL PROPERTY FINANCING

555 S. W. OAK PL-5 P. O. BOX 4412 PORTLAND, OREGON 97208

SFMPP 9B

SS. On this <u>A</u> day of <u>IN(UM</u> personally appeared the above named <u>David</u> 19 81

and acknowledged the fokegoing instrument Burton and Sheryi theirvoluntary act and deed. Before me:

> Notary Public for Oregon. My Commission Expires:

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814-080

Ŷ STATE OF DREGON; COUNTY OF KLAMATH; 55. Filed for record at request of_ this 1st day of June A. D. 19 81 at 3:23 o'clock P.N., and duly recorded in Vol. MB1, of on Page <u>9724</u> Mta. EVELYN BIEHN, County Clerk Fee\$17.5 By leta / Cum