WHEN RECORDED MAIL TO
Klamath First Federal Savings &
Loan Association
2943 South Sixth Street
Klamath Falls, OR 97603

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST is made this	Brd day of January PSON and PATRICIA M. HOPSON, husband
and wife	herein "Borrower")
William Sisemore	Loan Association , a corporation organized and
Klamath First Federal Savings &	Loan Association, a corporation organized and
existing under the laws of the .united State 2943 South Sixth Street, Klamath	tes

Lot 18, Block 306 DARROW ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

See attached Adjustable Rate Loan Rider made a part herein.

which has the address of ... 2427 Radcliff ... Klamath Falls ...,

Oregon 97601 ... (herein "Property Address");

[State and Zip Code]

TOGETHER with all the improvements now or hereafter erected 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 January 3, 1984 (herein "Note"), in the principal sum of **NINETEEN THOUSAND FIVE HUNDRED AND NO/100**

Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on the payment of all other sums, with interest thereon, advanced 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 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.

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

UNIFORM 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 indebtedness evidenced 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 a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or or verifying and compiling said assessments and bills, unless Lender shall apply the Funds to pay said taxes, assessments. Deed of Trust that interest on the Funds and applicable law requires such interest to be paid, Lender shall not be required to pays Borrower interest on the Funds and applicable law purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured the due to the Funds held by Lender, together with the future monthly installments of Funds payable prior to

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either held by Lender shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the principal on any Future Advances.

A Charges, Liens Reprover shall pay all taxes assessments and other charges fines and impositions attributable to the Property.

Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and the Note, then to the principal of the Note, and then to interest and the Property Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly be payment shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall promptly files which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in a such amounts and for such periods as Lender may require of the Property or any part thereof, and in such amounts and for such periods as Lender may require: provided, that Lender shall not require that the amount of such periods as Lender may require: provided that Lender shall not require that the amount of the surrance carrier providing the insurance shall be chosen by Borrower shall be paid in the manner that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage.

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.

Borrower snail give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly 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 dist to respond to Lender within Deed of Trust would date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender 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 unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend in and to any insurance policies and in and to the property is acquired by Lender, all right, title and interest of Borrower acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or Property and Maintanance of Property. Leasabolds: Candominiums: Planned Unit Devalopments.

Borrower

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property 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, and constituent documents. If a condominium or planned unit development, and constituent documents. If a condominium or planned unit development the by-laws and regulations of the shall be incorporated into and shall amend and supplement the covenants and agreements of such rider were a part hereof.

rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disburse such condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to, disbursement of insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such ansurance of disbursement at the rate payable upon notice from Lender to Borrower requesting payment thereon, shall become additional date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest from the permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property provided

any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's

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 and shall be paid to Lender.

and shall be paid to Lender.

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 otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of 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.

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.

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.

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 Italy to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. 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 successively.

or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. Subject to the provisions 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 Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law: Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer. Lender has this particular to Lender shall the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by 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 turther covenant and agree as tollows:

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 borrower, (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence 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 by this Deed of Trust to be immediately

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 by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

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, and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such time as may be 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 such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by Property at any sale.

Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold 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 reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence: (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust. Borrower shall have the right to have any proceedings begun by Lender 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 Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums

secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and 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 return 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 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 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 secured by this Deed of Trust when 'widenced by promissory notes stating that said notes are secured hereby. Property by Trustee to Borrower this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust then of Il sums secured by this Deed of Trust, Lender shall reconvey to Trustee. Trustee shall reconvey the Pro-rity without warranty and without charge to the person or persons legally entitled 2. Substitute Trustee. In accordant a with applicable law. Lender may from time to time remove Trustee and appoint the successor trustee to all the title, power and duties conferred upon the Truste 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 In Witness Whereof, Borrower has executed this Deed of Trust. PATRICIA M. HOPSON -Borrower the foregoing instrument to be. their ... voluntary act and deed. (Official Sear) My Commission expires://-2 -86 Notary Public for Oregon REQUEST FOR RECONVEYANCE To TRUSTEE: The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together Date:....

with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

(Space Below This Line Reserved For Lender and Recorder)	

ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

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B. LOAN CHARGES It could be that the loan secured by the Security Instrument is subject to a law which sets maximum total brackets and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with and that law is interpreted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount of the collected from Borrower which exceeds the case, then the case of the case	ount
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C. PRIOR LIENS If Lender determines that all or any part of the sums secured by this Security Instrument are subject to the Lender determines that all or any part of the sums secured by this Security Instrument are subject to the Security Instrument or shall propose the sum of the Security Instrument or shall propose the sum of the Security Instrument.	mptly
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shall promptly act with regard to Lender subordinating that tien to this security	
secure an agreement in a form satisfier	ire (1)
D. TRANSFER OF THE TWO whilest to paragraph 17 of the Security histration, amount of any of	one in-
an increase in the current Note interest rate, or (2) an increase in (or removal or) the land of these, as a condition of Le	nder's
If there is a transfer of the Property subject to partiage in (or removal of) the limit on the amount of any can increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any can increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any can increase in the Base Index figure, or all of these, as a condition of Le terest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Le terest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Le	
terest rate change (if there is a limit, of (5) a status of the same of the loan of place of the limit on the interest rate adjustments during the life of the loan of place of the loan o	Lus
By signing this, Borrower agreest rate adjustments during the	
**with a limit on the interest rules points. or minus three (+/- 3.00) percentage points.	
Jones Children	. (Seal)
Ronnie T. Hopson —I	Borrower
$\langle 1 \rangle$ $\langle 1 $	(C1)
(Yatricio la Maria	(Seal)
Patricia M. Hopson -	Borrower
CT VT AMARU • CC	ad for
STATE OF OREGON: COUNTY OF KLAMATH:ss I hereby certify that the within instrument was received and file I hereby certify that the within instrument was received and file I hereby certify that the within instrument was received and file I hereby certify that the within instrument was received and file I hereby certify that the within instrument was received and file I hereby certify that the within instrument was received and file I hereby certify that the within instrument was received and file I hereby certify that the within instrument was received and file I hereby certify that the within instrument was received and file I hereby certify that the within instrument was received and file I hereby certify that the within instrument was received and file I hereby certify that the within instrument was received and file I hereby certify that the within instrument was received and file I hereby certify that the within instrument was received and file I hereby certify that the within instrument was received and file I hereby certify that the within instrument was received and file I hereby certify that the within instrument was received and file I hereby certify that the within instrument was received and file I hereby certify that the within instrument was received and file I hereby certified the within instrument was received and file I hereby certified the within instrument was received and file I hereby certified the within instrument was received and file I hereby certified the within instrument was received and file I hereby certified the within instrument was received and file I hereby certified the within instrument was received and file I hereby certified the within instrument was received and file I hereby certified the within instrument was received and file I hereby certified the within instrument was received and file I hereby certified the within instrument was received and file I hereby certified the within instrument was received and file I hereby certified the within instrument was received and fi	$\frac{2a}{1}$
I hereby certify that the William A.D., 19 84at 10:30 3.C.	9 <u>-</u> -
I hereby certify that the January A.D., 19 of a gentlement on the 4th day of January Mortgages on page 11 record on the 4th day of M84, of Mortgages	 `
record on the 4th day of Mortgages In page and duly recorded in Vol M84, of Mortgages In page COUNTY CLERK	
and duly recorded in voi EVELYN BIEHN, COUNTY CLERK	
	uty
by 1 Am 25/10/10	-
Fee \$ 20.00	