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and the second	<pre>Megiancing at a point fourth 59°26'10" West along the Southerly line of Section 1, 439.00 Text Trom the South quarter corner of said Section 1, 439.00 Text Trom the South quarter corner of said Section 1, a distance of 870.55 feet to the 1/16 corner of said Section 1, a distance of 870.68 (sect to a point on the Tasterly line of Fishbole Creek Road; thence North 06°47'12" West along the Saction 1, a distance of South 59°26'00" West along the South line of said Section 1, a distance of South 59°26'00" West along the South line of said Section 1, a distance of 60.88 (sect to a point on the Tasterly line of Fishbole Creek Road; thence North 06°47'12" West along the Sactor partille to the South line of said Section 1; a distance of 1037.56 feet to a point the of said Section 1; a distance of 1037.56 feet to a point the of said Section 1; a distance of 1037.56 feet to a point the south find of said Section 1; a distance of 1037.56 feet to a point the of said Section 1; a distance of 1037.56 feet to a point the south find of said Section 1; a distance of 1037.56 feet to a point the south find of said Section 1; a distance of 1037.56 feet to a point the south find of said Section 1; a distance of 1037.56 feet to a point the south find of said section 1; a distance of 1037.56 feet to a point the south find of said section 1; a distance of 1037.56 feet to a south find of said section 1; a distance of the south distance and a south find of said section 1; a distance of the south distance and the south find of said section 1; a distance of the south distance and the south find of said section 1; a distance of the south distance of the south distance of section 1; a distance of the south distance of the south distan</pre>
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the dise dites of the encrow looks, shall en not the amount required to pay the escrow items when due, the excess shall be, We is a series on unit control works, same of your international of pay the exclose nearly payments of Funds. If the Winternation of the Funds Beld by Londer is not sufficient to pay the exclose items when due, Borrower shall pay to Lender any mars ant of the Funds Beld by Londer is not sufficient to pay the exclose items when due, Borrower shall pay to Lender any A new set of the Puts is held by Lender is not sufficient to pay the encrow items when due, Borrower shall pay to Lender any any set ansonanty to make up the deficient y is one or more payments as required by Lender. Upon payment in the of all some parts in the control by this Security Instrument, Lender shall promptly refund to Borrower any formis held by Lender. If under parts parts 19 the Property is sold or acquired by Lender, Lender shall apply, no later they immediately prior to the under parts parts 19 the Property is sold or acquired by Lender, any Funds held by Lender at the time of they immediately prior to the under the control by the Security Instrument.

then immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of instances as a created against the same so canned by this Security Instrument. In Application of Propagates the same so canned by this Security Instrument. In Application of Propagates the same so canned by this Security Instrument. In Application of Propagates the same so canned by this Security Instrument. In Application of Propagates the same so canned by this Security Instrument. In Application of Propagates the same so canned by this Security Instrument. In Application of Propagates the same so canned by this Security Instrument. In Application of Propagates the same so canned by this Security interest due; and last, to principal due. Notes third, to an another so and pay all takes, at sessments, charges, fines and impositions attributable to the Horrower i hall pay all takes, at sessments, charges, fines and impositions attributable to the Interest the limit directly to the person over its for over shall promptly furnish to Lender all notices of amounts pay them and this directly to the person over the person over shall promptly furnish to Lender all notices of amounts pay them and this paragraph. If Bort which has priority over this Security Instrument unless Borrower (a) Intervented shall promotely directly to the person over the person over the provided for the Security Instrument unless Borrower (a)

Herrower shall promptly discharge any lies which has priority over this Security Instrument unless Borrower: (a) Herrower shall promptly discharge any lies which has priority over this Security Instrument unless Borrower: (a) Is in writing to the payment of the colignition nectured by the lien in a manner acceptable to Lender; (b) contests in good In press its writing so the pays and of the Compliant incurred by the nen in a manner acceptable to Lender; (b) contests in good by the time by: or defends against end recomment of the Henrin, legal proceedings which in the Lender's opinion operate to prevent the endersonance of the lien or /brightney of any part of the Property; or (c) secures from the holder of the lien an intervent anticipation to Lindow makes the lien to the Security Instrument. If Lender determines that any part of A present use each comment of the sen of porspinse of any part of the property; or (c) secures from the noiser of the lien an structure and scenary to Londer subce firsting the lien to this Security Instrument. If Lender determines that any part of the Presenty is, subject to it lien which many attain priority over this Security Instrument. Lender may give Borrower a the Presenty is, subject to it lien which many attain priority over this Security Instrument. Lender may give Borrower a the Presenty is, subject to it lien which many attain priority over this Security Instrument. Lender may give Borrower a reside identifying the lien. Borrower shall satisfy the lien of take one or more of the actions set forth above within 10 days

S. Flammed Tomarmere. Bornreer shall beep the insprovements now existing or hereafter erected on the Property minute ace. This insurance shall be traintained in the amounts and for the periods that Lender requires. The af the printing of inchine. transition construction of the providing the instant new shall be chosen by Borrower'subject to Lender's approval which shall not be h sources & mi

All instantice policies and reacteries shall be acceptable to Lender and shall include a standard mortgage clause. All instantice policies and reacteries shall be acceptable to Lender requires. Borrower shall promptly give to Lender lender shall have the right to hold the principal and reacteries. In the event of loss, Borrower shall give prompt notice to the insurance all reactives of principal and reacteries and reacteries. In the event of loss, Borrower shall give prompt notice to the insurance territy and Londer Lender may making to the vise agree in writing, insurance proceeds shall be applied to restoration or repair Unless Lender and Borrower (the vise agree in writing, insurance proceeds shall be applied to restoration or repair

Unless Lender and Borrower (therwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the rest of ation or repair is conomically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the seams secured by this fearing Instrument, whether or not then due, with any excess paid to Borrower. If Bornower whe adom the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has distributed to stat be a claim, then Lender may be block the insurance proceeds. Lender may use the proceeds to repair or restore distributes with a claim, then Lender may be collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay summe secured by this Security Instrument, whether or not then due. The 30-day period will begin when the mostice is noted.

the most of it given. Under a lander and Borrower put scruice agree in a riting, any application of proceeds to principal shall not extend or in the participation of the month (property is acquired by Lender: Borrower's right to any insurance policies and proceeds resulting inder participation of the Property is acquired by Lender: Borrower's right to any insurance policies and proceeds resulting with demonstration the Property prior () the acquired by Lender borrower's right to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition. C. Preservation and Making marks of Property; Lengebolds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, change the Broperty, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold and Borrower shall comply with the provides of the lease, and if Borrower acquires fee title to the Property, the leasehold and Borrower shall comply with the provides of the lease, and if Borrower acquires fee title to the Property to be action the Borrower shall comply with the provides of the lease, and if Borrower acquires fee title to the property to be a second to the property to be action to the method in the shall be the second to the property of the second to t

7. Protection of Leaster's Rights in the Property, Mortgage Insurance. If Borrower fails to perform the operation and apprearing the contained in this Security Instrument, or there is a legal proceeding that may significantly affect traster's trajtes in the Property (sech as a proceeding in bankruptcy, probate, for condemnation or to enforce laws of Leaster's trajtes. In the Property (sech as a proceeding in bankruptcy, probate, for condemnation or to enforce laws of traster's trajtes. It have been surged and pay for whatever is necessary to protect the value of the Property and Lender's rights regulations, then Leaster any do and pay for whatever is necessary to protect the value of the Property and Lender's rights. In the Property, Leaster's actions must be that any for many secured by a lien which has priority over this Security is the provide the property (sech as a paying any for many secured by a lien which has priority over this Security is the provide the property of the property of the property to make repairs. Although in the Property is action a paying any for upset of the property to make repairs. Although is the provide the property of the provide the property of the provide the paying any for the property of the provide the paying any for the property of the provide the paying any for the property of the provide the paying any for the provide the paying any for the provide the paying any for the provide the pay for the paying any for the pay for the paying any for the provide the pay in the provide the pay for the pay for the pay for the paying any for the pay for

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If Lender required mortipge issurance is a condition of making the loan secured by this Security Instrument, Baniss er shall pay the premiums required is maintain the insurance in effect until such time as the requirement for the instituti de fermi her in accordance with Bontow tr's and Lender's written agreement or applicable law.

shall give Borrower as the time of or prior was inspection pecifying reasonable cause for the inspection. K. Chedeman lies. The proceeds of any award or claim for damages, direct or consequential, in connection with any erromatistics of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby motiving tant shall be paid as Les ber.

Laspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

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he the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security hereits the event of a partial taking of the Property, the interview and lies on the wine ages in which the sums secured by this Security Instrument shall be reduced by the interview of the process multiplied by the following fraction: (a) the total amount of the sums secured immediately before the mixing, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be mid to Bernower.

If the Property is abuschand by Borrower, or if, after noice by Lender to Borrower that the condemnor offers to make an amand or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given. I such it is anthe claud to collect and up by the proceeds, at its option, either to restoration or repair of the Property or to the strans secured by this Security Instrument at, a better or not then due.

Whiless Remains and Barrother otherwise apperin writing, any application of proceeds to principal shall not extend or pestivate the due date of the monthly payment is referred to in paragraphs, I and 2 or change the amount of such payments. 10. However New Released; Finite marke By Leader Not a Waiver. Extension of the time for payment or

mulification of amutification of the same structed by this Security Instrument granted by Lender to any successor in atterest of Mirrower shall not operate to release the linking of the original Borrower or Borrower's successors in interest. Lander thall not be required to commence proceedings against any successor in interest or refuse to extend time for mention or efferning monthly any standard of the sums occured by this Security Instrument by reason of any demand made by the stight al Barrow er or Barrower's most port in interest. Any forbearance by Lender in exercising any right or remedy

sting institutes a mainer of expression is maked and in an article cash potentiate of the second of al parts inpla 17. Bone wer's coverants and a pressents shall be joint and several. Any Borrower, subject to the provisions in the last does not ensure the Note: (1) is co-signing this Security Instrument only to mortgage, grant and convey that the terms of this Security Instrument; (b) is not personally obligated to pay the sures sections by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, mentilie, farthers or make any accurate daties a with repard to the terms of this Security Instrument or the Note without itted liket tomes's country.

12. Liess Charges. If the loss seen of by this Security Instrument is subject to a law which sets maximum loan subseques and that have is finally interpreted to that the interest or other loan charges collected or to be collected in contaction with the line exceed the permit of limits, then: (a) any such loan charge shall be reduced by the amount remaining y so indice the charge of the permit of Frank, and (b) any sums already collected from Borrower which exceeded permitted links will be referred to Borrow r. Labor may choose to make this refund by reducing the principal owed indicated where by indicate a gayment for Fornower. If a refund reduces principal, the reduction will be treated as a partially term insert without any prepayment of an jenarder the Note: A Legislation of applicable laws has the effect of resolution provision of the Main or this Scientific Transmitter and the More and the Source of the Sour

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rouge not three themselling a programment in fail of all sorth secured by this Security Instrument and may invoke any remedies permitted by programment in the second paragraph of

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in initigs comprises. It. Coversity Laws Several Billy, I has facurity Instrument shall be governed by federal law and the law of the periodic for a which applicable law, such coal of the event that any provision or clause of this Security Instrument or the Nate are flint, with applicable law, such coal of frail not affect other provisions of this Security Instrument or the Note which as a be given affect without the comflict of provision. To this end the provisions of this Security Instrument and the i tel

It. Berrower's Copy. Barrower shall be given one conformed copy of the Note and of this Security Instrument. It. Therefore of the Property or a Final call Interest in Borrower. If all or any part of the Property or any tent built is sold on manuferred (pr if a beneficie) internat in Borntwer is sold or transferred and Borrower is not a natural person) without Lender's prior written come #. Lender may, at its option, require immediate payment in full of all sums we will by this Security Instrument. However, the option shall not be exercised by Lender if exercise is prohibited by

indential to an of the dut a of this Security Instra more and the opposed since the context of account of a context of a c

If and less than 10 days from the drive the notice is delivered or mailed within which Borrower must pay all sums secured by this Seat thy literumins. If Berrower fails to pay these same prior to the expiration of this period, Lender may invoke any remeties permitted by this Security Instrument, without further notice or demand on Borrower. If the Berrower's High the Security Instrument, without further notice or demand on Borrower. If Berrower's High the Security Instrument, without further notice or demand on Borrower. If Berrower's High the Security Instrument dints this had at any time prior to the expiration of this period, Lender may invoke any reflected end of this Security flastroment dints this had at any time prior to the expiration of this period, and the right to have reflected end of this Security flastroment dints this had at any time prior to the expiration of the prover of sale contained in this septimate the many specify flat reinstants and the fore sale of the Property pursuant to any power of sale contained in this leader by Instrument, in (b) entry of a jaugement or information of this Security Instrument. Those conditions are that Borrower: its prove the sale of the same said, default of any other fore the this Security Instrument and the Note had no acceleration septimates (b) instrument, in elasting, but not limit of the remember attracet, ice pays all expenses incurred in enforcing this Security instrument, in the first the first of the Security Instrument, and the Note had no acceleration the same the pay the name secured by the Security Instrument, and the Property and Borrower's setting the same secured by the first scient to the secure the type in the case of acceleration under paragraphs 13 or 17.

in Security Lines tes a med the id AN INCOM and the attain merent faces that courts of the never denoce.

tirther coverant and agree as to available in the second state of No. The second secon at the bring a court action to assert the non-existence of a default or any other it of Barnover to ace leration as a stic. If the default is not cared on or before the date specified in the notice, Lender inglies any require immediate partners in fall of all same secured by this Security Instrument without further and and enty involve the power of the tod may other remedies permitted by applicable law. Lender shall be entitled to all add entymous incominal in partners the remedies provided in this paragraph 19, including, but not limited to,

If Landis involves the power of sets, Lander shall execute or cause Trustee to execute a written notice of the a d'un event of differit and cil Le ner's election to cause the Property to be sold and shall cause such notice to be recombined in minds emanty in which may par | of the Property is located. Lender or Trustee shall give notice of sale in the any presented by applicable law to Dormor and it other persons prescribed by applicable law. After the time and its other persons prescribed by applicable law. After the time and its other persons prescribed by applicable law. After the time and its other persons prescribed by applicable law. After the time and its other persons prescribed by applicable law. the time and place and make the terms designated in the notice of sale in one or more parcels and in any order sendeternitions. Thenest may post one sale all or any percel of the Property by public announcement at the time and place elfany purchasely subsided sale. Las fier on its designet any purchase the Property at any sale.

in that deliver to the pastimer Traster's det & conveying the Property without any covenant or warranty, mend or implied. The restants in the Trusten's deed shall be prime facie cyldence of the truth of the statements made the Trusted shall make the process is of the sale in the fallowing order: (a) to all expenses of the sale, including, but not I vited to, reasonable Tradition and at one trof farm (b) to all sums secured by this Security Instrument; and (c) any excess it the persons or persons log ally entitled to 1.

III. Lander in Pominston. Upon as relevation under paragraph 19 or abandonment of the Property, Lender (in them, by again or by just chilly apprinted receiver) shall be estitled to enter upon, take possession of and manage the inty and the collect the react of the Patretty including those past due. Any rents collected by Lender or the receiver shall be applied list to perment of the costs of management of the Property and collection of rents, including, but not al in. reader's first, strumants of restriver's boads and reasonable attorneys' fees, and then to the sums secured by White Sectority Munitranscout.

22. Muthingance. Upon payment in of all many secured by this Security Instrument, Lender shall request Trustee to is summing the Property and shall survey her this Security last rument and all notes evidencing debt secured by this Security Is summing the Transfer. Tracker shall set survey the Property without warranty and without charge to the person or persons Reputity revealed whit. Such presses or perions (hall pay any nix ordation costs. 神長 |

 32. Subinitian Transfer. Lender has from time to time remove Trustee and appoint a successor trustee to any appoint at the second state from time to time remove Trustee and appoint a successor trustee to any appoint at the second seco distat 3 pe wen in

annys for unserted by an appellant for a. If one or more riders are executed by Borrower and recorded together with

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ADJUSTABLE RATE LOAN RIDER

NOTICA: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. IN-CREASES IN THE INTERIST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTIMEST RATE WILL RESULT IN LOWER PAYMENTS.

her durt toil us temental source that the Morrigage, Deed of Trust, or Deed to Secure Debt (the "Security Instru-

Washington in addition to the crystrants and agreements made in the Security Instrument, Borrower and Render further conversant and agree as it flowers Render further conversant and agree as it flowers A 14 TENINGEN WARE AND MORTHER / W/WHIENT CH/ANGES A 14 TENINGEN WARE AND MORTHER / W/WWINENT CH/ANGES A 14 TENINGEN WARE AND MORTHER / W/W/WINENT CH/ANGES

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Trates of Lenders" published by the Fisheral Home Loan Bank Board. with runn that on charty as in the interest rule on each Change Date; if no box is checked there will

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C) There is an uncommuna limit on changes in the interest rate at any Change Date. The interest line cannot be changed by more than . 1.00 percentage points at any Change Date. Whe interest rate changes, the sid out of Borrower's monthly payments will change as provided in the Note. In-

the use the interest rate will result in bigher payments. Decreases in the interest rate will result in lower payments. In issuid be that the low second by the Security Instrument is subject to a law which sets maximum loan charges and that have is interpreted to that the interest or other loan charges collected or to be collected in connection with the IL LOAN CHUMCES

Was minds exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount the sense of the charge to the persected limit; and (B) any sums already collected from Borrower which exceedto particled links will be refunded to Borrower. Lender may choose to make this refund by reducing the principal

and inder the Note or by making a direct payment it Borrower. In Lesser determines that all of sity part of the sums secured by this Security Instrument are subject to a lien which has printing over this Security instrument, Lender may send Borrower a notice identifying that lien. Borrower C. PRIOR LIENS the prime of the Security light to that her as provided in paragraph 4 of the Security Instrument or shall promptly where the approximate in it form satisfactory to Lender subordinating that lien to this Security Instrument.

If there is a transfer of the Presenty subject to paragraph 17 of the Security Instrument, Lender may require (1) B licrosse in the current Note interior inter (2) an licercase in (or removal of) the limit on the amount of any one in-D. THANSITER OF THIS PROPISETY a successe united charters roome and many are, or (4) at marcase in (or removal or) the mint on the amount of any one m-ment when the marca (if there is a limit), of (3) a change in the Base Index figure, or all of these, as a condition of Lender's winning the marcas to accelerate it ovided in paragraph 17.

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DECLARATION OF HOMESTEAD

(Sinde Person)

NNOW ALL MEN BY THESE PRESENTS:

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A MONTH MARTIN MICHONICALED W

will And my

..... do hereby declare:

That I any the declars a bomestead owner.

These I do now, at the date of recording this declaration, actually reside on the homestead hereinulter declared:

These the pressinger of which I declare as homestead are that certain land situated in the toma of Marrill.

KLWERTH State of Oritage , and bounded and described as follows, to wit: I limit in the History of Section 1, Township 41 South, Range 10 East of the Hillerette Maridian, Klamath County, Grogon, described as follows: Beginning at the South-William the Maridian, Kismath County, Grogon, described as follows: Beginning at the South-west conner of said Bith Shill, artunding thence Borth along the West line of said sub-division a distance of 30 feet to the True Foint of beginning; extending thence East at right angles a distance of 138 first; thence south at right angles a distance of 100 feet; there west at right angles a distance of 138 first; thence is a first to the West line of said subdivision; there west at right angles a distance of 138 first to the West line of said subdivision; there is along the West line of said subdivision a distance of 100 feet, more or less the the theme we last of lingsmith for

together with the dwelling bouse and the outbuildings thereon, with the dwelling bouse and the outbuildings

That I do, by these presents, claim the premises above described, together with the welling house, and the outbuildings thereon, as a homestead; that all of said property is meeten ry to the use and injyment of said homestend; 1. 动物化 14

That the declared homestead is the principal dwelling of the declared homestead owner;

That the facts stated in this homester d declaration are known to be true as of my personal coord le den.

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STATE OF ORIGON COUNTY DE KINDH

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-Centrally of ..., in the year one Harch day of, before me, ... Sbaron K. Green a Notary Public, State of Oregon A, duly nuclearly in the person person of the basis of satisfactory evidence) to be the person sectionally known to me (or proved on the basis of satisfactory evidence) to be the person striked in and whose name a subscribed to the within instrument, and acknowledged to me the second of the second WITNESS WHEREOF, | have bereutito set my hand and affixed my official seal on wain a your in this certific the first about written! 0 12 5 4 71 Ly Commission Expires October 11, 1999 Stall all mara i **ja**r n i si g (i not not not not 1994 This I do Dow Still Ball I and lish juli 112 1 beent niter de Sinil territ H welt H al distant in the table in the state of th Lo mart 關權 Li Feilli Dig di 11141 61 41411 tilence last at trat and as a listeride o 13 feet in t thence that should doubt and the MARKER SOL BISE 13 TO PRIM STATE OF CHIMINESSEN Channety of Channet Planets and fail hard ments and and an and and will said will said will said the the light she will be a second will be a That he is the declar int manued in and who makes the within and annexed declaration of Shill searched shiel several | bit berture me this | dill at 1 . 18 (29131 17 282 加推 My Committeia Explan Cabber 11, 1955 44.4411. AMATH: H CON COURTY OF IC 19+h the the sector all all stated if the OI Pige __ 4594 1 theads County Clerk Evelya Biebn, By 39. U (b) 5.1