

74/59

After recording, please return to:

Klamath River Federal
P. O. Box 5230
Klamath Falls, Oregon 97603

State After We Are No Longer Good

DEED OF TRUST

THIS DEED OF TRUST (Security Instrument) is made on April 22, 1975
by the parties Raymond A. Bryant, a married man
(“Borrower”) and William L. Stewart (“Lender”).

KLAMATH RIVER FEDERAL SAVINGS AND LOAN ASSOCIATION (“Lender”) is
under the laws of the United States of America and whose address is
540 First Street, Klamath Falls, Oregon 97603

Borrower owns the principal part of Block 13, Second Addition to the City of Klamath Falls, Oregon (the “Property”) and the same is described by the following:

Block 13, Second Addition to the City of Klamath Falls, Oregon, containing 0.25 acre, more or less, as shown on the plat of said block, recorded in the County of Klamath, Oregon, Book 100, Page 100.

Block 13, Second Addition to the City of Klamath Falls, Oregon, containing 0.25 acre, more or less, as shown on the plat of said block, recorded in the County of Klamath, Oregon, Book 100, Page 100. The above described Property is subject to the terms and conditions of the Security Instrument (“Deed”) which provides for monthly payments, with the full debt, if not paid earlier, for and payable to Raymond A. Bryant. The Security Instrument secures to Lender (a) the payment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other debts, with interest, advanced under paragraph 7 to secure the maturity of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under the Security Instrument and the Note for the purpose. Borrower irrevocably grants and conveys to Lender, in trust, with power of sale, the following described property located in Klamath County, Oregon:

*(a) The repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to the paragraph below (“Future Advances”).

FUTURE ADVANCES. Upon request of Borrower, Lender, at Lender's option prior to full redemption of the Property by Borrower 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.

Lots 3 and 4 to Block 13 Second Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

See attached Adjustable Rate Loan Rider made a part herein.

which has the address of 1005 Sergeant Avenue Klamath Falls
Oregon 97603 (“Property Address”).

WARRANTY. With all the improvements now or hereafter erected on the property, and all covenants, rights, appurtenances, rents, royalties, mineral oil and gas rights and profits, water rights and vents and all fixtures now or hereafter a part of the property, all covenants and obligations shall also be covered by this Security Instrument. All of the foregoing is subject to the Security Instrument in the “Property”.

SEVERANCE CLAUSE. That Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

This Security Instrument creates certain covenants for mutual use and non-endorsement covenants with limited exceptions by parties to continue a uniform security instrument covering real property.

1. Payment of Principal and Interest, Prepayment and Late Charge. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Payment of Insurance Premiums. Subject to applicable law and a written order by Lender, Borrower shall pay as Lender so the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Premium") equal to one-twelfth of full yearly taxes and assessments which may attach primarily over the Security Instrument, the yearly household payments or ground rents on the Property, if any, full yearly household insurance premiums, and all yearly mortgage insurance premiums, if any. Their interest on the "Premium" shall be added to the Premium and the Premium shall be held in an escrow account for the purpose of paying the same.

The Funds shall be held in an escrow account of which we are or are to be a fiduciary or a trustee or a lender or an agent for Lender. Lender shall apply the Funds to pay the entire costs of Lender's taxes and assessments on the Property and applicable law payments Lender is under a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the debt evidenced by the Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due date of the entire debt, shall exceed the amount required to pay the entire debt when due, the excess shall be at Borrower's option, either promptly repaid to Borrower or credited to Borrower as monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the entire debt when due, Borrower shall pay in Lender any amount necessary to make up the deficiency in order to make payments as required by Lender.

Upon payment in full of all sums secured by the Security Instrument, Lender shall promptly release to Borrower any Funds held by Lender. If under paragraph 1 of the Property is sold or assigned by Lender, Lender shall apply, as later application as a security against the debt secured by the Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first to late charges due under the Note, second to prepayment charges due under the Note, third to amounts payable under paragraph 2, fourth to amounts due and due in principal due.

4. Charges on Funds. Borrower shall pay all taxes, assessments, charges, fees and expenses attributable to the Property which may attach primarily over the Security Instrument, and household payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2 or if not paid in that manner, Borrower shall pay them as late charges to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over the Security Instrument unless Borrower is a party to the payment of the obligation secured by the lien or a successor acceptable to Lender; the contents of such lien shall be in, or be made against, enforcement of the lien in legal proceedings which in the Lender's opinion operate to agreement satisfactory to Lender substituting the lien to the Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach primarily over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take some or more of the actions set forth above within 30 days of the giving of notice.

5. Insurance. Borrower shall keep the improvements now existing or hereafter created on the Property insured against loss by fire, lightning, theft and other risks "excepted coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount and for the period that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be assignable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if so 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. If the restoration or repair is economically feasible and Lender's security is not impaired, if the restoration or repair is not economically feasible or Lender's security would be impaired, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any sums paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to make a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or replace the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds in principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 1 of the Property is acquired by Lender, Borrower's right in any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by the Security Instrument immediately prior to the acquisition.

6. Preservation and Substantiation of Mortgage Lienholdings. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or remain vacant, or if the Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower assigns the title to the Property, the leasehold and fee title shall not merge unless Lender agrees in the merger in writing.

7. Protection of Lender's Rights to the Property, Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations) then Lender may direct pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over the Security Instrument, appearing in court, paying reasonable attorney's fees and expenses in the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts deducted by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirements for the maintenance of the insurance are satisfied with Borrower's and Lender's mutual agreement or applicable law.

8. Insurance. Lender or its agent may make reasonable entries upon and improvements of the Property. Lender shall give Borrower notice at the time of or prior to any such improvements specifying reasonable cause for the improvements.

9. Contingencies. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or the consequence in loss of condemnation, are hereby assigned 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the abandonment offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the award is given, Lender is authorized to collect and apply the proceeds, at its option, either in satisfaction or payment of the Property or for the sums secured by the Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 8 and 9 or change the amount of such payments.

10. Borrower Not Beneficiary of Insurance. By Lender Not a Waiver. Extension of the time for payment or satisfaction of the sums secured by this Security Instrument granted by Lender in any payment or payment or otherwise modify satisfaction of the sums secured by this Security Instrument in interest or notice to extend time for payment or otherwise modify satisfaction of the sums secured by this Security Instrument by means of any demand made by the original Borrower or Borrower's successor in interest. Any forbearance by Lender in extending any right or remedy shall not be a waiver of or prejudice to the exercise of any right or remedy.

11. Successors and Assigns Bound, Debt and General Liability, Co-obligors. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-owns the Property with Lender shall not be required to contribute to the maintenance of the Property or to the payment of any taxes or charges or to the payment of any other obligations of the Property under the terms of this Security Instrument, but is not personally obligated to pay the sums secured by this Security Instrument, and (b) agrees that Lender and any other Borrower may agree to extend, modify, discharge or make any amendments with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

12. Lien Charge. If the loan secured by this Security Instrument is subject to a lien which, with reasonable care, charges, and that law is fairly interpreted so that the interest or other lien charges collected or not be collected in connection with the loan exceed the permitted limits, then (a) any such lien charges shall be collected by the lender necessary to collect the charges to the permitted limits, and (b) any such charges collected from Borrower which exceed the permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed by the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Enforcement of Lender's Rights. If enforcement or cooperation of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument, and may exercise any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law, Venue. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument is the same or conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in the Property. If all or any part of the Property or any interest in it is transferred (or if a beneficial interest in the Property is sold or transferred) and Borrower is not a natural person without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law or the laws of the State of the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of the period, Lender may make any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Redemption. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the expiration of the 90-day period in which applicable law may specify for redemption before sale of the Property pursuant to any power of sale contained in the Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note and to satisfaction of the Security Instrument, including, but not limited to, reasonable attorney's fees, and (b) pays all expenses incurred in enforcing the Security Instrument, including, but not limited to, reasonable attorney's fees, and (c) takes such action as Lender may reasonably require to ensure that the laws of the Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon redemption by Borrower, the Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to redemption shall not apply in the case of acceleration under paragraphs 13 or 17.

[illegible]

14. Acceleration, Damages, Costs and Expenses - In the event of a default under this Security Instrument, the lender may, at its option, accelerate the maturity of the loan and may require payment of the principal and interest then due, together with any other amounts then due, including but not limited to, reasonable attorneys' fees and costs of this instrument.

If Lender involves the possession of said Property, Lender shall execute and cause to be recorded in each county in which any part of the Property is located, Lender or its designee shall give notice of sale at the time and place and under the terms designated in the notice of sale in one or more public and in any other manner prescribed by applicable law to the persons named in the notice of sale and to other persons prescribed by applicable law. Lender shall deliver to the purchaser Transferor's deed covering the Property at any sale.

[illegible]

22. Lender to Secured Party. Upon execution under paragraph 19 or satisfaction of the Property, Lender shall, by agent or by publicly appointed auctioneer, shall be entitled to enter upon, take possession of and dispose of the Property and to collect the monies of the Property including those past due. Any monies collected by Lender or its agent shall be applied first to payment of the costs of management of the Property and thereafter to the satisfaction of the Secured Party's debt, pursuant to Article 9 of the Uniform Commercial Code, and thereafter to the satisfaction of the Secured Party's debt.

C. Subsequent Transfer. Lender may from time to time

12. Subsequent Transfer. Lender may from time to time receive Transfer and appoint a successor Lender to any power and authority conferred upon Transfer herein and to its successors.

1. The first of these is the fact that the Commission has not yet received any information from the Government of the United Kingdom regarding the proposed changes to the law of the United Kingdom regarding the treatment of the British Commonwealth of Nations.

[illegible][illegible]

- ☐ **Acquisitive Rate Rule** ☐ **Continuance Rule** ☐ **Family Rule**
☐ **Graduated Payment Rule** ☐ **Phased Unit Development Rule**

Dr. George Simon, Director, and others in the House and Senate, and in the Supreme Court, and in many other places, have been and are being treated with the same respect and consideration as they deserve.

Robert A. Lynt
Robert A. Lynt

~~SECRET~~

STATE OF _____ COUNTY OF _____

~~THE FOLLOWING INFORMATION WAS OBTAINED FROM THE AGENT'S FILE~~

100-443887-100

CONFIDENTIAL - 5-14-57

Recd. Davis
Spring and Lumber Association

THE UNIVERSITY OF MICHIGAN LIBRARY

ADJUSTABLE RATE LOAN RIDER

NOTE: THE SECURITY INSTRUMENT BECOMES A NOTE WHICH CARRIES A PROVISION ALLOWING FOR CHANGES IN THE PAYMENT RATE. INCREASES IN THE PAYMENT RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE PAYMENT RATE WILL RESULT IN LOWER PAYMENTS.

[illegible]

~~Reaffirming its addition to the concepts and measures stated in the Security Declaration, Letter and~~

A. PAYMENT RATE AND MONTHLY PAYMENT CHARGES

THE UNIVERSITY OF CHICAGO PRESS

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② 2- "Current Income Tax: Practice of Preparing Original, Duplicate, and Third Copies of Returns" published by the Federal Bureau of Investigation.

(Check one box to indicate whether you are a **new** or **returning** donor to the American Cancer Society. If you are a new donor, please check the box for **new** donors. If you are a returning donor, please check the box for **returning** donors.)

(b) There is no maximum limit on changes in the interest rate at any Change Date.
 (c) The interest rate cannot be changed by more than 1.00 percentage points at any Change Date.
 If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. If the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

E. LOAN CEYDOK

It is stated that the land owned by the Government is subject to the same laws as private land and that it is not exempt from the payment of taxes. It is further stated that the Government is not responsible for the payment of taxes on land owned by private individuals. It is also stated that the Government is not responsible for the payment of taxes on land owned by the Government.

C. PUGH LEVEE

OF THE BOARD OF THE UNITED STATES OF AMERICA

D. TRANSFER OF THE PROPERTY

[Illegible text]

on which there is a 1.0% percentage rating.

Ben A. Bryant



~~ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED~~

STATE OF COLORADO COUNTY OF EL PASO

1. NAME _____
 2. DATE _____
 3. TIME _____
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