

22165

K-42152
TRUST DEED

DATE: October 25, 1990

PARTIES: Shield Crest, Inc.
an Oregon corporation
PO Box 5047
Klamath Falls, Oregon 97601

GRANTOR

William P. Brandsness
Brandsness, Brandsness & Davis, P.C.
411 Pine Street
Klamath Falls, Oregon 97601

TRUSTEE

South Valley State Bank,
an Oregon banking corporation,
PO Box 5210
Klamath Falls, Oregon 97601

BENEFICIARY

RECITALS: A. Grantor is the owner of real property situated in
Klamath County, Oregon, described as follows:Lot 11 in Block 4 of Tract 1257, Re-
subdivision of a portion of First Addition to
Shield Crest, according to the official plat
thereof on file in the office of the County
Clerk of Klamath County, Oregon. Together with
an undivided interest in all those private
roads shown on the plat and more particularly
described in Declaration recorded in Volume
M84, Page 4256, records of Klamath County,
Oregon.including all appurtenances, buildings and existing or future
improvements located thereon and all fixtures and attachments
thereto, all of which real property is hereinafter referred to as
"the Trust Property."B. Beneficiary has agreed to lend to Grantor and
Grantor has agreed to borrow from Beneficiary, the sum of Five
hundred twenty-five thousand and no/100 (\$525,000) upon the terms
and conditions set out herein and in the promissory notes (the
Notes) dated concurrently with this Trust Deed as follows:

Loan	Amount	Maturity Date
Condominium Construction Loan	\$380,800	November 1, 1991 HJC
Land Development Loan	\$145,000	October 31, 1991 HJC
		October 31, 1991 HJC
		November 1, 1991 HJC

Grantor has agreed to deed to Trustee the Trust Property to secure
punctual payment of the Notes and any other indebtedness owing by

1. TRUST DEED

199 NOV 2 11 05

\$525,800
HJC

HJC

Grantor to Beneficiary and to secure performance of all of Grantor's obligations under the Notes, under this Trust Deed under the Construction Loan Agreement and under any other instruments evidencing an indebtedness of Grantor to Beneficiary.

THEREFORE, to secure payment by Grantor of the indebtedness to be evidenced by the Notes in strict accordance with their terms, including payment of interest thereon, subject to the terms and performance by Grantor of the covenants contained in the Construction Loan Agreement and in the Notes by it to be performed, and to secure payment of any other indebtedness of Grantor to Beneficiary which arises directly or indirectly out of the Notes or this Trust Deed, Grantor hereby grants, bargains, sells and conveys to the Trustee, in trust, with power of sale, the Trust Property and presently assigns the rents, revenues, income, issues and profits therefrom to the Trustee, its successors and its assigns, upon the terms set forth herein.

PROVIDED, HOWEVER, that until the occurrence of an event of default, Grantor may remain in control of and operate and manage the Trust Property and collect and enjoy the rents, and revenues subject to the terms of the Construction Loan Agreement; and

PROVIDED, FURTHER, that if Grantor shall make all payments for which provision is made in the Notes in strict accordance with the terms thereof and shall perform all of the covenants contained herein, and shall make all payments due on any other indebtedness and shall perform all of the covenants contained in the Notes, this Trust Deed, and the Construction Loan Agreement, then Trustee shall execute and deliver to Grantor, without warranty, a reconveyance of the Trust Property.

The parties covenant and agree as follows:

SECTION 1. GRANTOR'S COVENANTS AND WARRANTIES

1.1 Payment of the Notes. Grantor will make all payments of the interest and principal for which provision is made in the Notes, and in any notes or notes given in renewal or replacement thereof, promptly as such payments become due and payable and will pay the unpaid balance of the Notes upon maturity.

1.2 Warranty of Title. Grantor warrants that it holds good and merchantable title to the Trust Property subject to no liens or encumbrances other than those set forth on ALTA mortgages policy issued by Klamath County Title Company under Order Number K-42652. Grantor covenants with Beneficiary that it will defend Beneficiary's and Trustee's rights hereunder against the claims and demands of all persons.

1.3 Use of Loan Proceeds. Grantor warrants that the proceeds of the loan represented by the Notes and this Trust Deed are not to be used for Grantor's personal, family, household or agricultural purposes. The proceeds are to be used for business or commercial purposes other than agricultural purposes pursuant to the terms of the Construction Loan Agreement.

1.4 Use of Trust Property. Grantor covenants and warrants that the Trust Property is not currently used for agricultural, timber or grazing purposes. Grantor further covenants and warrants that the current use of the Trust Property is in compliance with all laws, ordinances and regulations of all governmental authorities.

1.5 Taxes and Assessments; Liens and Claims.

1.5.1 Payment. Grantor shall pay, when due, all taxes and all assessments imposed against the Trust Property and all claims and demands arising from the Grantor's use or occupancy of the Trust Property.

1.5.2 Protection of the Trust Property From Liens. Grantor shall not permit any lien prior or equal to the Trustee's title to be imposed upon the Trust property, except liens for taxes or assessments assessed but not yet due except as provided in the Construction Loan Agreement.

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1.5.3 Grantor's Right to contest. Grantor may withhold payment of any taxes, assessments, claims or demands or may elect to contest any lien if Grantor is in good faith conducting appropriate proceedings to contest its obligation to pay and for so long as the Trustee's interest in the Trust Property is not jeopardized. If the Trust Property is subjected to a lien which is not discharged within thirty (30) days from the date that the notice of claim of lien is filed, Grantor shall deposit or cause to be deposited with Beneficiary cash, a sufficient corporate surety bond or other security reasonably satisfactory to Beneficiary in an amount adequate to provide for discharge of the lien plus any interest, cost, attorney fees or other charges that could accrue as a result of foreclosure or sale. In any contest Grantor shall, at Grantor's expense, defend itself, Trustee and Beneficiary and shall satisfy any final adverse judgment before enforcement against the Trust Property.

1.5.4 Evidence of Payment of Taxes or assessments. Upon payment of real property taxes and assessments Grantor shall furnish to Beneficiary evidence of payment of such taxes and assessments. Grantor hereby authorizes the appropriate county official to deliver to Trustee and Beneficiary at any time a written statement of the taxes and assessments against the Trust Property.

1.6 Insurance.

1.6.1 Property Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement cost basis covering all building and improvements, including additions thereto and replacements thereof, in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Beneficiary. The amount of insurance shall, in no event, be less than the amount of principal owed on the Notes.

1.6.2 Insurance companies, Policies and Certificates. Both the insurance company providing the policy required by this Section 1.6 and the form of the policy must be acceptable to Beneficiary. Grantor shall deliver to Beneficiary a certificate of coverage from the insurer issuing the policy required by paragraph 1.6.1 containing a stipulation that coverage will not be canceled or diminished without a minimum of 10 days advance written notice to Beneficiary. Grantor shall deliver to Beneficiary at least 10 days prior to the expiration of any insurance policy required by this Section 1.6 a certificate showing the placement of a renewal or substitute policy of insurance.

1.6.3 Notice of Loss. In the event of loss, Grantor shall immediately notify Beneficiary, which may make proof of loss if it is not made promptly by Grantor.

1.6.4 Insurance Proceeds. Insurance proceeds shall be paid directly to Beneficiary which may deal directly with any insurance company. If Beneficiary, by reason of such insurance, receives any money for loss or damage, such amount may, at the option of Beneficiary, either: (i) be retained and applied by Beneficiary toward payment of all or part of the indebtedness secured by this Trust Deed in such order as Beneficiary may determine, without regard to whether or not the security of Beneficiary is impaired, or (ii) be paid over wholly or in part to the Grantor upon such conditions as Beneficiary may determine for the repair of buildings or improvements located on the Trust Property or for the erection of new buildings or improvements in their place or for any other purpose or object satisfactory to Beneficiary. y in writing that pursuant to its rights hereunder it elects not to repair or replace the damaged improvements, Beneficiary shall apply the proceeds not to be so used toward payment of all or part of the indebtedness secured by this Trust Deed in such order as Beneficiary may determine. Any insurance

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proceeds which have not been paid out within one year after their receipt for the repair, replacement or restoration of the Trust Property shall forthwith be applied by Beneficiary toward payment of all or part of the indebtedness secured by this Trust Deed in such order as Beneficiary may determine.

1.7 Use, Maintenance and Alterations.

1.7.1 Construction of Improvements. The condominiums and the land improvement must be constructed in a timely fashion pursuant to the terms and conditions set forth in the Construction Loan Agreement.

1.7.2 Duty to Maintain. Grantor shall maintain the Trust Property in good condition and repair and promptly perform all repairs and maintenance necessary to preserve its value.

1.7.3 Waste; Nuisance. Grantor shall not conduct or permit any nuisance on the trust Property nor commit or suffer any strip or waste thereof.

1.7.4 Removal of Improvements. Grantor shall not demolish or remove any improvements on the Trust Property without prior written consent of Beneficiary.

1.7.5 Beneficiary's Right to Enter and Inspect. Grantor will permit Beneficiary and its agents to enter upon the Trust Property at all reasonable times to inspect the Trust Property.

1.7.6 Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances and regulations of all governmental authorities applicable to the use or occupancy of the Trust Property. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Beneficiary's and Trustee's interests in the Trust Property are not jeopardized.

1.8 Eminent Domain.

1.8.1 Notice of Taking or Condemnation Proceeding. If the Trust Property, or any part thereof or interest therein, should be taken or damaged by reasons of any public improvement or condemnation proceeding, or if Grantor should receive any notice or other information regarding a condemnation proceeding or similar type of proceeding, Grantor shall immediately notify Beneficiary.

1.8.2 Condemnation Proceeds. Beneficiary shall be entitled to all compensation, awards and other payment or relief related to condemnation, and shall be entitled at its sole option to commence, appear in and prosecute in its own name any such action or proceeding. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, right of action and proceeds awarded to Grantor (Condemnation Proceeds) are hereby assigned to Beneficiary and Grantor agrees to execute such further assignments of the condemnation Proceeds as Beneficiary may require. Beneficiary shall have the option, in its sole and absolute discretion, to either:

(a) apply such Condemnation Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorney fees incurred by Beneficiary in connection with such Condemnation Proceeds, upon all or part of the indebtedness secured by this Trust Deed in such order as Beneficiary may determine, without regard to whether or not the security of Beneficiary is impaired, or

(b) apply all of such Condemnation Proceeds, after deducting all of Beneficiary's costs and expenses, to the restoration of the Trust Property upon such conditions as Beneficiary may determine.

4. TRUST DEED

1.9 Security Agreement. This instrument shall constitute a security agreement with respect to any fixtures attached to the Trust Property to secure all indebtedness and obligations secured by this Trust Deed and all future advances and all future indebtedness and obligations of Grantor to Beneficiary. This instrument shall also constitute a financing statement and shall be filed for recording in the real estate records of the county where the Trust Property is located.

1.10 Reserves. If Grantor has failed to perform its obligations under Sections 1.5 or 1.6 of this Trust Deed, Beneficiary may require Grantor to maintain with Beneficiary reserves for payment of taxes, assessments and insurance premiums. The reserve shall be created by monthly payments of a sum estimated by Beneficiary to be sufficient to produce, at least 15 days before due, an amount equal to the taxes, assessments and insurance premiums. If 15 days before payment is due the reserve is insufficient, Grantor shall pay any deficiency to Beneficiary upon demand. The reserve shall be held by Beneficiary as a general deposit from Grantor and shall constitute a non-interest bearing debt from Beneficiary to Grantor which Beneficiary may satisfy by payment of the taxes and assessments. If Beneficiary is required by law to pay interest on these funds they shall earn interest at the lowest permissible rate, and Beneficiary may impose any reasonable and lawful charge for holding and disbursing such funds. Nothing contained herein shall cause beneficiary to be deemed a trustee of the reserve or to be obligated to pay any amounts in excess of the amount of funds deposited with Beneficiary pursuant to this Section.

SECTION 2. EVENTS OF DEFAULT

The following shall constitute events of default:

2.1 Nonpayment. Failure of grantor to make any payment required by the Notes or to make any payment for taxes, insurance premiums or for reserves for such payments, or any other payment necessary to prevent filing of or discharge of any lien.

2.2 Breach of Other Covenant. Failure of Grantor to perform any obligation contained in this Trust Deed or in the Construction Loan Agreement within 10 days after notice from Beneficiary (or Beneficiary's representative) specifying the nature of the default or, if the default cannot be cured within 10 days, failure within such time to commence and pursue with reasonable diligence curative action. No notice of default and opportunity to cure shall be required if during the preceding 12 calendar months Beneficiary has already sent a notice to Grantor concerning default in performance of the same obligation.

2.3 Misinformation. Falsity in any material respect of the warranty in paragraph 1.2 or of any representation, warranty or information furnished to Beneficiary in connection with the Notes or this Trust Deed.

2.4 Other Obligation. Failure of Grantor to perform any obligation required by the Construction Loan Agreement or any other instrument (i.e., other than the Notes or this Trust Deed) evidencing or securing any indebtedness of Grantor to Beneficiary.

2.5 Sale or Transfer of Possession. The sale or transfer of possession of the Trust Property or any part thereof in any manner by Grantor, whether by deed, contract of sale, lease or similar agreement, without the prior written consent of Beneficiary or Security Pacific Bank of Oregon, pursuant to the terms of the Construction Loan Agreement. The execution and delivery by the Grantor of any joint venture agreement, partnership agreement, declaration of trust, option agreement or other instrument whereunder any other person may become entitled, directly or indirectly, to the possession or enjoyment of the Trust Property, or the income or other benefits derived or to be derived therefrom, shall in each case be deemed to be a sale or transfer of Grantor's

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interest in the Trust Property for the purposes of this section. Grantor acknowledges that the loan secured by this Trust Deed is personal to Grantor and that in making it Beneficiary and Security Pacific Bank of Oregon has relied on Grantor's credit, Grantor's interest in the Trust Property and financial market conditions at the time this loan is made.

SECTION 3. REMEDIES IN CASE OF DEFAULT

If an event of default shall occur, Beneficiary or Trustee, as the case may be, may exercise any of the following rights and remedies, in additions to any other remedies which may be available at law, in equity, or otherwise:

3.1 Acceleration. Beneficiary may declare all sums secured by this Trust Deed, including all interest and prepayment penalties, to be immediately due and payable.

3.2 Books and Records. Beneficiary may examine all books, records and contracts of Grantor pertaining to the Trust Property and of any guarantors and make such memoranda thereof as may be desired.

3.3 Receiver. Beneficiary may have a receiver of the Trust Property appointed. Beneficiary shall be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Trust Property exceeds the amount of the indebtedness secured by this Trust Deed. Employment by Trustee or Beneficiary shall not disqualify a person from serving as receiver. Grantor waives all defenses and consents to the appointment of a receiver at Beneficiary's option.

3.4 Possession. Beneficiary may, either through a receiver or as a lender-in-possession, take possession of all or any part of the Trust Property, and Grantor shall peaceably surrender the same.

3.5 Rents and Revenues. Beneficiary may revoke Grantor's right to collect the rents and revenues from the Trust Property, and may, either itself or through a receiver, collect the same. To facilitate collection, Beneficiary may notify Grantor's tenants to pay rents directly to it. Beneficiary shall not be deemed to be in possession of the Trust Property solely by reason of exercise of the rights contained in this paragraph 3.5. If rents are collected by Beneficiary under this paragraph 3.5, Grantor hereby irrevocably designates Beneficiary as Grantor's attorney-in-fact to endorse instruments received in payment of rent, in respect of any part of the Trust Property, in the name of Grantor and to negotiate such instruments and collect the proceeds thereof.

3.6 Foreclosure. Beneficiary may obtain a decree foreclosing Grantor's interest in all or any part of the Trust Property.

3.7 Fixtures and Personal Property. With respect to any fixtures or personal property subject to a security interest in favor of Beneficiary, Beneficiary may exercise any and all of the rights and remedies of a secured party under the Uniform commercial Code.

3.8 Abandon Security. Beneficiary may abandon any security afforded by this Trust Deed or any other security instrument by notifying Grantor of Beneficiary's election to do so.

3.9 Power of Sale. Beneficiary may direct Trustee, and Trustee shall be empowered, to foreclose the Trust Property by advertisement and exercise of the power of sale under applicable law.

3.10 Sale of collateral; Bid at Public Sale. In exercising its rights a remedies, Beneficiary shall be free to sell all or any part of the collateral together or separately, or to sell certain portions of its collateral and refrain from selling other portions. Beneficiary shall be entitled to bid at any public sale of all or any portion of its collateral.

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3.11 Cumulative Remedies. Election to pursue one remedy shall not exclude resort to any other remedy, and, unless the context otherwise requires, all remedies under this Trust Deed are cumulative and not exclusive. An election to cure under paragraph 6.7 shall neither prejudice the right to declare a default nor constitute a waiver of the breached term or of any of the remedies provided herein. No delay or omission in exercising any right or remedy shall impair that or any other right to remedy or shall be construed to be a waiver of the default.

SECTION 4. RECEIVER OR TRUSTEE-IN-POSSESSION
Upon taking possession of all or any part of the Trust Property, a receiver or Trustee or Beneficiary or Beneficiary's representative may:

4.1 Management. Use, operate, manage, control and conduct business on the Trust Property and make expenditures for such purposes and for maintenance and improvements as in its judgment are necessary.

4.2 Rents and Revenues. Collect all rents, revenues, income, issues and profits from the Trust Property and apply such sums to the expenses of use, operation, management, maintenance and improvements.

4.3 Construction. At its option, complete any construction in progress on the Trust Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans and specifications as it deems appropriate.

4.4 Additional Indebtedness. If the revenues produced by the trust Property are insufficient to pay expenses, including, without limitation, any disbursements made by Beneficiary or Trustee pursuant to this Section 4, a receiver may borrow, or Beneficiary or Trustee may advance, such sums upon such terms as it deems necessary for the purposes stated in this Section, and repayment of such sums shall be secured by this Trust Deed. Amounts borrowed or advanced shall bear interest at a rate equal to the lesser of 24% per annum or the highest rate permitted by applicable law. Amounts borrowed or advanced and interest thereof shall be payable by Grantor to Beneficiary or Trustee on demand.

SECTION 5. APPLICATION OF PROCEEDS
All proceeds realized from the exercise of the rights and remedies under Sections 3 and 4 shall be applied as follows:

5.1 Costs and Expenses. To pay the costs of exercising such rights and remedies, including the costs of any sale, the costs and expenses provided for in paragraph 6.6.

5.2 Indebtedness. To pay all other amounts owed by Grantor, payment of which is secured by this Trust Deed.

5.3 Surplus. The surplus, if any, shall be paid to the clerk of the court in the case of a foreclosure by judicial proceeding, otherwise to the person or persons legally entitled thereto.

SECTION 6. GENERAL PROVISIONS

6.1 Reconveyance Upon Payment. Upon written request of Beneficiary stating that all sums secured hereby have been paid, surrender of this Trust Deed and the Notes to Trustee for cancellation and retention and payment of its fees, Trustee shall reconvey, without warranty, the Trust Property then held hereunder. The recitals in any reconveyance executed under this Trust Deed of any matters of facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

6.2 Substitute Trustee. In the event of dissolution or resignation of the Trustee, Beneficiary may substitute one or more trustees to execute the trust hereby created, and the new trustee(s) shall succeed to all of the powers and duties of prior trustees.

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6.3 Trust Deed Binding on Successors and Assigns. This Trust Deed shall be binding on and insure to the benefit of the successors and assigns of Grantor, Trustee and Beneficiary.

6.4 Indemnity. Grantor shall hold Beneficiary and Trustee harmless from any and all loss and expense, including but not limited to attorney fees and court costs, in any suit, action or proceeding or any appeal therefrom brought against Trustee or Beneficiary by a third party resulting from or attributable to Beneficiary ownership of the Notes or Trustee's interest under this Trust Deed, except suits, actions and proceedings based upon a claim that Beneficiary or Trustee improperly entered into this Trust Deed or Notes or loaned money thereunder.

6.5 Notice. Any notice under this Trust Deed shall be in writing. Any notice to be given or document to be delivered under this Trust Deed shall be effective when either delivered in person or deposited as registered or certified mail, postage prepaid, addressed to the party at the address first stated in this Trust Deed; provided that any notice pursuant to exercise of the Trustee's power of sale in the event of default shall be sufficient if such notice complies with all provisions of Oregon law applicable to exercise of such powers of sale. Any party may, by notice to the others, designate a different address.

6.6 Expenses and Attorney Fees. In the event that Beneficiary or Trustee shall take any action, judicial or otherwise, to enforce the Notes or any provision of this Trust Deed or if Beneficiary or Trustee shall be required to appear in any proceeding to protect and maintain the priority of Trustee's title to the Trust Property, Trustee or Beneficiary (or both) shall be entitled to recover from Grantor all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the cost of title reports and surveyors' reports, and its attorney fees, whether incurred in a suit or action or any appeals from a judgment or decree therein or petition for review, or in connection with nonjudicial action.

6.7 Beneficiary's Right to Cure. If Grantor fails to perform any obligation required of it under this Trust Deed, Beneficiary may, without notice, take any steps necessary to remedy such failure. Grantor shall reimburse Beneficiary for all amounts expended in so doing on demand with interest at a rate equal to the lesser of 24% percent per annum or the highest rate permitted by applicable law from the date of expenditure until repaid. Such action by Beneficiary shall not constitute a waiver of the default or any other right or remedy which Beneficiary may have on account of Grantor's default.

6.8 Applicable Law. This Trust Deed shall be governed by the laws of the State of Oregon.

6.9 Time of Essence. Time is of the essence of this Trust Deed.

6.10 Headings. The headings to the sections and paragraphs of this Trust Deed are included only for the convenience of the parties and shall not have the effect of defining, diminishing or enlarging the rights of the parties or affecting the construction or interpretation of any portion of this Trust Deed.

6.11 Severability. If any provision of this Trust Deed shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of this Trust Deed, but this Trust Deed shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.12 Entire Agreement. This Trust Deed, the Notes and the Construction Loan Agreement contain the entire agreement of the parties with respect to the matters covered, and no other previous agreement, statement or promise made by any party to this Trust Deed which is not contained in its terms or in the terms of the

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Notes or in the terms of the Construction Loan Agreement shall be binding or valid.

IN WITNESS WHEREOF, Grantor has caused this Trust Deed to be executed as of the day and year first above written.

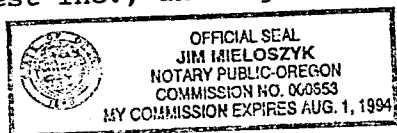
SHIELD CREST INC.,
an Oregon corporation.

By: Robert E. Cheyne
President

By: Helen J. Cheyne
Secretary

STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before me on the 25 day of October, 1990, by Robert E. Cheyne, as President, and Helen J. Cheyne, as Secretary of Shield Crest Inc., an Oregon corporation.



Jim Mieloszyk
Notary Public for Oregon
My Commission expires: 8-1-94

Return:
South Valley State Bank.
PO Box 5210
KFO 97601
Attn: Gale

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 2nd day
of Nov. A.D., 19 90 at 11:05 o'clock A.M., and duly recorded in Vol. M90,
of Mortgages on Page 22009.

Evelyn Biehn - County Clerk

By Pauline Muelandale

FEE \$48.00