

97 SEP 30 P3:13

Issue and abstracts are published in the

(b) To continue his education, he had to travel conditions with extremely little to no money to continue to education with

This is a LINE OF CREDIT TRUST DEED

**This is a LINE OF CREDIT TRUST DEED**

Maximum Principal Amount: \$ 223,200.00  
Maturity Date: October 5, 1998

Maturity Date: **October 5, 1996**

WHEN RECORDED MAIL TO:

WHEN RECORDED MAIL TO: **First Security Bank, N.A.**

**First Security Bank, N.A.**  
**Bond Loan Center**  
**450 NE Windy Knolls Dr.**

450 NE Windy Knolls Dr.  
Bend, OR 97701

ATTN: **Linda K. Fisher** **K-51246** **SPACE ABOVE THIS LINE FOR RECORDER'S USE**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**TRUST DEED, ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING**

(Oregon)

NOTE: THIS TRUST DEED SECURES A PROMISSORY NOTE WHICH BEARS INTEREST AT A RATE WHICH VARIES ACCORDING TO CHANGES IN THE "PRIME RATE", ALL AS DEFINED IN THE LOAN AGREEMENT. THE MAXIMUM PRINCIPAL AMOUNT TO BE ADVANCED MAY BE EXCEEDED TO COMPLETE CONSTRUCTION PURSUANT TO ORS 83.155(2)(c).

THIS TRUST DEED, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING is made this 25th day of September, 1997, between ROBERTSON & PRICE L.L.C., AN OREGON LIMITED LIABILITY COMPANY

as GRANTOR AND TRUSTOR (referred herein as the "Trustor," with all references herein to "Trustor" to include Trustor as a Grantor under this Trust Deed), whose address is **740 NW COLORADO, BEND, OR 97702**

First American Title of Willamette Valley

TRUSTEE, whose address is, 280 Liberty Street SE Salem, OR 97308 83

and: **First Security Bank N.A.** as BENEFICIARY, whose address is: **450 NE Windy Knolls Dr. Bend, OR 97701**

Attn: Linda K. Fisher

WITNESSETH: That Trustor CONVEYS, TRANSFERS, ASSIGNS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in **KLAMATH** County, State of **OREGON**

FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH FALLS, OREGON

Together with all the estate, right, title and interest that Trustor now has or may hereafter acquire, either in law or in equity, in and to the property described above; to have and to hold the same, together with all buildings, structures and improvements now or hereafter placed on the property and all alterations, additions or improvements now or hereafter made thereto, together with all tangible personal property, goods, fixtures, equipment, machinery, building materials, tools, supplies, appliances and mechanical systems of every nature whether now or hereafter located in, on or used or intended to be used in connection said buildings, structures and improvements or on the property, including without limitation those for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air and light and including without limitation all plumbing, plumbing fixtures, water heaters, furnaces, air conditioners, kitchen appliances, light fixtures, awnings, storm windows, storm doors, screens, blinds, shades, curtains, curtain rods, mirrors, cabinets, wall coverings, rugs, carpeting, floor coverings, telephone equipment, landscaping trees and plants, fences, security systems and outdoor lighting, and all other similar items and goods and all additions and replacements therefor, whether now or hereafter placed on the property or in any of the buildings or improvements thereon, and together with all assessments, rights of way, covenants benefiting the property, singular lands, tenements, hereditaments, reversions, remainders, rents, leases, receipts, accounts, contract rights, contracts of sale or other dispositions, instruments, documents, general intangibles, issues, profits, privileges, water rights, water company shares of stock (with all certificates therefor to be delivered to Beneficiary), governmental permits, governmental entitlements, utility deposits and rebates, voting and other rights under any recorded or unrecorded declaration, articles, bylaws, or rules and regulations established by any owners' association or similar entity, declarant and other rights under any recorded or unrecorded covenants, conditions and restrictions, Plans and Specifications, studies, data, tests, reports and drawings, and expenditures of every kind and nature, then and to be, belonging, relating or in any way appertaining, or which may be hereafter acquired and used or related to said property or any part thereof, and together with all proceeds therefrom including without limitation insurance proceeds (all of the foregoing shall hereinafter be referred to as the "Property").

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FOR THE PURPOSE OF SECURING

September 25, 1997

(1) payment of the indebtedness evidenced by a Promissory Note, dated in the principal sum of \$ 225,200.00 (such principal sum being the "Maximum Principal Amount" as defined in the Agreement), made by ROBERTSON & PRICE I.L.C., AN OREGON LIMITED LIABILITY COMPANY (the "Maker" if

other than the Trustor); payable to the order of Beneficiary at the time; in the manner and with interest as therein set forth; and any extensions, renewals or modifications thereof (the "Note"); (2) the payment and performance of all obligations and liabilities of Trustor (and, as applicable, Maker) under the terms of that certain Residential Construction Loan Agreement, dated on or about the date herewith (as may be amended or supplemented, the "Agreement"); (3) the performance of each agreement of Trustor set forth in this Trust Deed; (4) the payment of such additional loans or advances as hereafter may be made to Trustor or Maker, or their respective successors or assigns, when evidenced by a promissory note or other document reciting that they are secured by this Trust Deed; and (5) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided. If the terms of the Agreement provide for more than one disbursement under the Loan (as defined in the Agreement) the principal balance of the indebtedness may increase or decrease in an amount not to exceed the Maximum Principal Amount stated above in accordance with the terms of the Agreement, with the disbursements made under the terms of the Agreement to be considered future advances, and this Trust Deed will secure future advances, as that term is defined by applicable law. The maximum amount of principal outstanding at any one time to be secured by this Trust Deed is the amount of the Maximum Principal Amount outlined above and in the Agreement. The maximum amount of total outstanding advances of principal to be secured by this Trust Deed may increase or decrease, from time to time, by written amendment of this Trust Deed and the Agreement.

1. Upon request of Beneficiary and from and after the date of such request, Trustor agrees to pay to Beneficiary, in addition to the payments of principal and interest payable under the terms of the Note, on the first day of each month until the Note is fully paid, the following sums:

(a) An installment of the taxes and assessments levied or to be levied against the Property, and an installment of the premium or premiums that will become due and payable to renew the insurance on the Property covering against loss by fire or such other hazards as required by the Agreement or as may reasonably be required by Beneficiary in amounts, and in a company or companies, satisfactory to Beneficiary. Such installments shall be equal, respectively, to the estimated premium or premiums for such insurance, and taxes and assessments, next due (as estimated by Beneficiary) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become due. Such added payments shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of Beneficiary, and no interest shall be payable in respect thereof. Beneficiary shall use such monthly payments to the extent they will suffice to pay such premium or premiums and taxes and assessments when due.

(b) If monthly payments are required under the Note, all monthly payments mentioned in the preceding subsection (a) of this paragraph 1, and all payments to be made under the Note shall be added together, and the aggregate amount thereof shall be paid each month on the date specified in the Note for the payment of monthly installments in a single payment to be allocated by Beneficiary to the following items in the order set forth:

- i. Taxes, assessments, fire and other hazard insurance premiums;
- ii. Interest on and late fees with respect to the indebtedness secured hereby;
- iii. Principal of the indebtedness secured hereby.

Any failure to comply with the terms of this paragraph 1 shall constitute an event of default under this Trust Deed.

2. If the total of the payments made under subsection (a) of paragraph 1 shall exceed the amount of payments actually made by Beneficiary for taxes, assessments, or insurance premiums, as the case may be, such excess may be released, applied on any indebtedness secured hereby, or be credited by Beneficiary on subsequent payments to be made by Trustor. If, however, the monthly payments made under subparagraph (a) of paragraph 1 shall not be sufficient to pay taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then Trustor shall pay to Beneficiary any amount necessary to make up the deficiency on or before the date when payment of such taxes, assessments, or insurance premiums shall be due. If there shall be a default under any of the provisions of this Trust Deed or if Beneficiary acquires the Property otherwise after default, Beneficiary at its option may apply, at the time of commencement of such proceedings, or at the time the Property is otherwise sold or acquired, the balance then remaining in the funds accumulated under subsection (a) of paragraph 1, as a credit against the amount of principal then remaining unpaid under the Note or other indebtedness secured hereby.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

3. To keep the Property in good condition and repair; not to remove or demolish any building or improvement; to complete or restore promptly and in good workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property including without limitation all applicable local, state and federal laws, rules, regulations and ordinances relating to land use, zoning or protection of the environment, or to the generation, use, storage, removal, transportation, handling or disposal of toxic materials, hazardous substances, hazardous waste or other similar materials or substances; not to commit or permit waste on the Property; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary; and, if the terms of the Agreement or the Note provide that the loan or loans granted thereby or any part thereof is being obtained for the purpose of financing construction of improvements on the Property, Trustor further agrees:

(a) To commence any construction promptly and to pursue construction with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary.

(b) To allow Beneficiary to inspect the Property at all times during construction, and

(c) To comply with all terms of the Agreement regarding construction on the Property.

4. To provide and maintain insurance, of such type or types and amounts required by the Agreement or as Beneficiary may otherwise require, on the improvements now existing or hereafter constructed or placed on the Property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses and mortgage clauses in favor of and in form acceptable to Beneficiary. In the event of a loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary alone instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the damage. In the event that the Trustor shall fail to provide satisfactory hazard insurance within thirty days prior to the expiration of any expiring policy, Beneficiary may procure, on the Trustor's behalf, insurance in favor of Beneficiary alone with Trustor being obligated to reimburse Beneficiary immediately for such costs. If insurance cannot be secured by the Trustor to provide the required coverage, or if Trustor fails to reimburse Beneficiary immediately for the costs of insurance incurred by Beneficiary, such event will constitute an event of default under the terms of this Trust Deed. In the event of the foreclosure of this Trust Deed or other transfer of title to the Property in extinguishment, in whole or in part, of the debt secured hereby, all right, title, and interest of the Trustor in and to any insurance policy then in force shall pass to the purchaser or grantee, assigned and assigned to the purchaser and grantee, and the purchaser and grantee shall be bound to maintain such insurance in the same manner as the Trustor is bound to maintain such insurance.

5. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as required by the Agreement or as Beneficiary may require, including policies of title insurance and any extensions or renewals thereof or supplements or endorsements thereto.

6. To appear in and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as required by the Agreement or as Beneficiary may require, including policies of title insurance and any extensions or renewals thereof or supplements or endorsements thereto.

7. To pay at least 10 days before delinquency all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens with interest on the Property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses incurred in connection with this Trust Deed.

8. Upon an event of default under the Agreement including a default under the Note and including Trustor's failure to make any payment or to do any act as provided in this Trust Deed, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor, and without releasing Trustor from any obligation thereof or under the Agreement, may (i) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (ii) commence, appear in and defend any action or proceeding purporting to affect the Property or the rights or powers of Beneficiary or Trustee; (iii) pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and (iv) in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary; therefore, including cost of evidence of title, and the employment of attorneys.

9. That the Beneficiary shall have the right to inspect the Property after construction is completed at any and all times during usual business hours.

10. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee with interest from date of expenditure until paid at the default rate set forth in the Note or the Agreement. If no default rate is given, such interest shall accrue at the per annum rate set forth in the Note until paid. The repayment of such sums and interest shall be secured hereby.

IT IS MUTUALLY AGREED THAT the Beneficiary or Trustee, in exercising any such powers or authority, shall be bound to exercise the same in a prudent and proper manner, and shall not be liable for any loss or damage caused by the exercise of such powers or authority.

11. Should the Property or any part thereof be taken or damaged by reason of any public improvements or condemnation proceeding, or damaged by fire, earthquake, or flood, or in any other manner, Beneficiary shall be entitled to receive independently and solely all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, right of action and proceeds, including the proceeds of any policies of fire and other insurance affecting the Property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

12. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the Note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of the Property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) receive, without warranty, all or any part of the Property; and (e) take other or additional security for the payment thereof. The grantee in any reconveyance may be described as "the person or persons entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

13. So long as the indebtedness secured hereby is outstanding, Trustor hereby assigns absolutely to Beneficiary all leases, rents, issues, royalties and other income of the Property and of any benefits therefrom, and shall execute and deliver such assignments and other documents as may be required.



royalties, and profits of the Property and of any personal property located thereon, whether now existing or hereafter arising. Until a default occurs in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder or an event of default under the Agreement or until Beneficiary gives notice otherwise, Trustor shall be permitted to collect all such rents, issues, royalties, and profits earned prior to such event of default or, as the case may be, notice from Beneficiary, as they become due and payable. If such an event of default occurs or upon Beneficiary's notice, Trustor's privilege to collect any of such moneys and enjoy the benefits of such Property shall cease, and Beneficiary shall have the right, as stated above, with or without taking possession of the Property, to collect all leases, rents, royalties, issues, and profits and enjoy the benefits of such Property. Failure of or discontinuance by Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein nor the exercise of the right by Beneficiary to collect shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease, or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

14. Upon any default hereunder or any default under the indebtedness secured hereby or under the Agreement, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of such receiver without the posting of a bond or undertaking and consenting to the appointment of Beneficiary as such receiver), and without regard to the value of the Property or the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect said rents, issues and profits including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

15. The entering upon and taking possession of the Property, the appointment of a receiver, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the Property, and the application thereof shall not cure or waive any default or notice of default hereunder or under the Agreement nor invalidate the rights of Beneficiary upon such default or under the notice of default nor any act done pursuant to such notice of default.

16. Failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default or acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver of any other subsequent default.

17. In the event of the passage, after the date of this Trust Deed, of any law deducting from the value of the Property for the purposes of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of trust deeds or debts secured by trust deeds, or the manner of the collection of any such taxes, so as to affect this Trust Deed, the indebtedness secured hereby shall immediately become due and payable at the option of the Beneficiary.

18. Time is of the essence hereof. Upon default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, or upon the occurrence of any other default or event of default under the Note or the Agreement, or in the event a receiver or a trustee is appointed for Trustor or Trustor's property, or Trustor makes an assignment for benefit of creditors, or Trustor becomes insolvent, or a petition is filed by or against Trustor pursuant to any provisions of the United States Bankruptcy Code, as amended, all sums secured hereby shall immediately become due and payable in full at the option of Beneficiary. In the event of such default, and without any obligation on Beneficiary to give notice of such acceleration, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause the Property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein the Property or some part or parcel thereof is situated. Beneficiary also shall, if requested, deposit with Trustee, the Note and all documents evidencing expenditures secured hereby.

19. At any time after the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, may sell the Property on the date and at the time and place designated in such notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may request, at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any reason, postpone the sale from time to time to the extent permitted by law until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale. Trustee shall execute and deliver to the purchaser its Trustee's deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in the Trustee's deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) the costs of any appraisals, environmental audits, and evidences of title procured in connection with such sale and any expenses associated with the Trustee's deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest from the day of expenditure at the default rate set forth in the Note or the Agreement, or, if no default rate is given, at the per annum rate set forth in the Note; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit or interplead the balance of such proceeds with the county clerk or a court of the county in which the sale took place.

20. Trustor agrees to surrender possession of the Property to the purchaser at the sale immediately after such sale in the event such possession has not previously been surrendered by Trustor.

21. Upon the occurrence of any default hereunder or any default under the indebtedness secured hereby, including a default under the Note or the Agreement, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable in full and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property, and Beneficiary shall be entitled to recover in such proceeds all costs and expenses incident thereto including appraisals, environmental audits, title reports, court costs and attorney's fees in such amount as shall be fixed by the court.



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foreclosure or satisfaction of this Trust Deed or the transfer of the Property encumbered hereby, (b) is separate and distinct from the other obligations under this Trust Deed and the indebtedness secured hereby, (c) is not secured by this Trust Deed, and (d) shall be in addition to any other such indemnifications.

29. This Trust Deed shall be construed according to the laws of the State of Oregon, except that to the extent that the Property or any of it is located outside of the State of Oregon, and enforcement of the provisions of this Trust Deed against the Property requires the application of the law of the jurisdiction where such Property is located, the law of such jurisdiction shall govern for such enforcement purposes only.

30. Notwithstanding any provision herein or in the Note, the total liability for payments in the nature of interest shall not exceed the limits that may be imposed by the applicable laws of the State of Oregon.

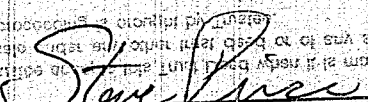
31. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Trust Deed or the rights of Beneficiary hereunder.

32. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the address hereinbefore set forth.

33. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY FIRST SECURITY BANK OF OREGON AFTER OCTOBER 3, 1986 CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND SIGNED BY THE BANK TO BE ENFORCEABLE.

**SIGNATURE OF TRUSTOR: ROBERTSON & PRICE L.L.C., AN OREGON LIMITED LIABILITY COMPANY**

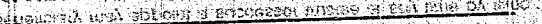
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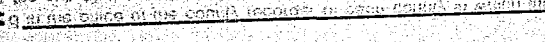
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BY:



BY:



#### REQUEST FOR RECONVEYANCE

TO TRUSTEE:

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

Officer, First Security Bank, N.A.

Today's Date

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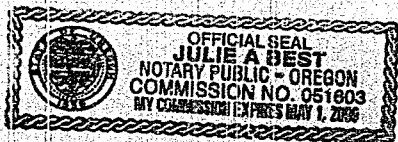


STATE OF OREGON  
County of DESCHUTES } ss.

BE IT REMEMBERED, That on this 29 day of September, 19 97, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named RICHARD E. ROBERTSON, MEMBER, AND STEVE PRICE, MEMBER, OF THE ROBERTSON & PRICE L.L.C.

known to me to be the identical individual s described in and who executed the within instrument and acknowledged to me that THEY executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Julie A. Best  
Notary Public for Oregon.  
My Commission expires 5-1-00

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 30th day  
of September A.D. 19 97 at 3:13 o'clock p M., and duly recorded in Vol. M97  
of Mortgages on Page 32108.

FEE \$45.00

By Bernetha G. Latsch, County Clerk  
Kathleen Ross