and to this appropriate simple will be

After Recording Return to: Farm Credit Services - Klamath Falls 900 Klamath Avenue

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On April 3, 1998, William V. Hill, Sr. and Lillian M. Hill, husband and wife, William V. Hill, Sr. and Lillian M. Hill Trust dated July 15, 1991 hereinafter called Grantors, whose address is

er desagnicities again and to last give the first of execution 3286 E Langell Valley Rd Bonanza, OR 97623

where the most approved graph for an experience and took took and graph for the grant, convey, warrant, transfer and assign to AmeriTitle, a corporation, hereinafter called Trustee, whose address is 222 South Sixth Street, PO Box 5017, Klamath Falls, OR 97601, in trust with power of sale for the benefit of Northwest Farm Credit Services, ACA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Beneficiary, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, property in Klamath County(ies), State of Oregon, more particularly described as follows:

nicktoring deliger generalet. The first this little is the first state of the second o The following described real property situated in Township 36 South, Range 14 East of the Willamette Meridian, Klamath विकालीं क्षा प्राप्त कर मुन्ति नहीं है है जो साम के के माना है है है कि का कि के माना कर माना है जो उन का का क

Section 10: http://ALLev.mag.com/com/com/anamer med you pressure exception many come of the come.

ALL EXCEPT portion conveyed to Klamath County, Oregon by Deed recorded in Volume 288, page Section 15:

189

Balance of a E 1/2 NE 1/4; that portion of SE 1/4 SE 1/4 lying Northeasterly of Sprague River Section 20:

Section 21: E 1/2 NW 1/4; E 1/2; W 1/2 NW 1/4; SW 1/4

Section 22: ALL

Section 23: ALL EXCEPT the following described portion thereof; (1987) 18 18 18 18 18

Beginning at a point 100 feet West of the Southeast corner of SW1/4 SE1/4 of said Section 23; thence North 200 feet: thence West 200 feet; thence South 200 feet; thence East 200 feet to the place of beginning; and ALSO EXCEPTING portion conveyed to Klamath County, Oregon, by deed recorded in

Beginning at the Northeast corner of said Section 28; thence West on the North line of said Section 28; Section 28:

160 rods to the Northwest corner of the NE1/4 of Section 28; thence South on the West line of said NE1/4 of Section 28, 120 feet; thence in a Northeasterly direction in a straight line to a point on the East line of said Section 28; 86 feet South of the place of beginning; thence North on the East line of said

Section 28 to the place of beginning. The property of the place of beginning.

मान हो। बहु राज्य कर क्षेत्रम् हाल अल्ला बहु अहा स्टब्स को अपार होता है है साथ है ह that portion of the NW1/4 NW1/4 lying Northerly of Sprague River and Northwesterly of the BK Canal.

Section 29: That portion of the NE 1/4 NE 1/4 lying Northeasterly of Sprague River.

All in Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon. द एकते हुने योग पूर्व पूर्व हुने देवता हो पहार पहिलो पूर्व है यो प्रकार के माने पुष्ट है है है है है है है है ह

PARCEL 2:

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N1/2 S1/2 NE1/4 NE1/4 of Section 9, Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

BY IN OF MARKET EXCEPT those portions lying within County road right of ways.

TAX IDENTIFICATION NOS:: 3614-2000-100, 3614-2000-100, 3614-900-100, 3614-000-2700, 3614-000-1500, 3614-000-3600, 3614-000-3500, 3614-000-3400, 3614-000-3300.

PRINCIPAL ASSOCIATION

and including all rents, issues, profits, buildings and improvements thereon and in all tenements, hereditaments, rights, privileges, easements, rights of way and appurtenances; (including without limitation private roads, grazing privileges, water rights, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating, and irrigating apparatus and other equipment and fixtures, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

DESCRIPTION OF AUGUST AND ST

nesses had the or which is defected in colors had from the The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided to Grantors under the terms of the Loan Documents and any amounts expended by Beneficiary to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, and payment of the indebtedness under the terms of the Note(s) made by Grantors to the order of Beneficiary, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

EXCEPT is an promoted by a little Conformated field or worse DATE OF NOTE

PRINCIPAL AMOUNT

FINAL INSTALLMENT DATE

April 3, 1998

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(10.500)

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated. So year again y joine or

In addition, this deed of trust is intended to secure any other loans and advances made within five years from the date of this deed of trust by Beneficiary to Grantors or any of them; no matter how evidenced; provided however, the aggregate sum of all unpaid principal balances of all such loans and advances secured hereby shall not, at any one time, exceed \$375,000.00, exclusive of interest and amounts advanced to protect Beneficiary's interests hereunder and under the Loan Documents. The continuing validity and priority of this deed of trust for future loans and advances shall not be impaired by the fact that at certain times no outstanding indebtedness to Beneficiary nor commitment from Beneficiary to make future loans exist, become followed the groups and the property of particularly accommodated to the property of the property o

Grantors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

- Englanding and AUSO EXCHPURITY within Son Malijo Klientik Compension on 1. That they have title to the Property free from encumbrances, except as described above, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and they agree this covenant shall not be extinguished by foreclosure
- 2. That this deed of trust also constitutes a Security Agreement granting Beneficiary a security interest in any and all personal property described above.
- CONCERNO BARCAR CARRIENTE E ENTRE LA CONCERNA CARRIENTA E ESCARA EN CONTRA LA CONTRA LA CONTRA LA CONTRA LA CO 3. To keep all buildings and other improvements, now or hereafter existing, in good repair; not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property; and Beneficiary shall have the right to enter upon the Property to make full inspection of the Property.
- ed her paner in a selection of chosened teams being again from the graph of 4. To maintain casualty insurance, naming Beneficiary as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined that any building or improvement is located, in whole or in part, within a special flood hazard area; to pay all premiums and charges on all such insurance when due; and to provide Beneficiary satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be Comment OF 61 03 satisfactory to Beneficiary.
- Page Historia Arrest Re-5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this deed of trust; except as stated above and the triple property of the property
- 6. To specifically assign and deliver to Beneficiary all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; Beneficiary may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and application or release of such amounts shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.
- 7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Beneficiary; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Beneficiary access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Beneficiary shall be for Beneficiary's purposes only and shall not be construed to create any responsibility or liability on the part of Beneficiary to Grantors or to any other person); to forward copies of any notices received from any environmental agencies to Beneficiary; to provide Beneficiary copies of any independent test or inspection reports on the environmental status of the Property; and to indemnify and hold Beneficiary, its directors, employees, agents and its successors and assigns,

harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.

- 8. That neither Grantors nor, to the best of Grantors' knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Grantor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents, foreclosure of this deed of trust, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.
- 9. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); not to apply or enter into any federal, state or local program which limits or restricts the use of the Property, in any way without prior written consent of Beneficiary; to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real property described above; any assignment of any such interest during the term of this deed of trust, naming Beneficiary as an assignee shall be for security purposes and shall not alter Grantors' obligations hereunder; and any failure of Grantors to perform any such obligation shall constitute an event of default.
- 10. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned, conveyed or waived to Trustee or Beneficiary, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Beneficiary shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Grantors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this deed of trust.
- 11. To execute any instrument deemed necessary by the Beneficiary to assign, convey or waive such Grazing Rights to the Trustee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Beneficiary copies of any notices received by Grantors regarding the Grazing Rights; and in the event of foreclosure of this deed of trust, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at Trustee's or foreclosure sale, or from any successor to such purchaser.
- 12. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Grantors shall comply with the terms and provisions of said laws, regulations and contracts; Grantors, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Beneficiary their attorney-in-fact to select and designate the portion of the property to be subject to a recordable contract, in the event Grantors become subject to the excess land limitation; if Grantors fail to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Grantors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Grantors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Grantors shall execute a supplemental deed of trust on such lands in favor of the Beneficiary; and failure to execute such deed of trust on demand, shall constitute an event of default.
- 13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Beneficiary may, at its option, perform the same, in whole or in part; any advances, attorney fees or costs, paid or incurred by Beneficiary to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the obligation secured by this deed of trust.
- 14. That the indebtedness and obligations secured by this deed of trust are personal to the Grantors and are not assignable by Grantors; Beneficiary relied upon the credit of Grantors, the interest of Grantors in the Property and the financial market conditions then existing when making this loan; if Grantors sell, transfer or convey or contract to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Beneficiary, or if Grantors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Grantors, or if Grantors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Grantors shall be in default hereunder.



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- 15. That time is of the essence and in the event of default, at Beneficiary's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Beneficiary shall have the right to foreclose the lien of this deed of trust or to direct Trustee, in writing, to foreclose this deed of trust by notice and sale, to have a receiver appointed in any court proceeding, to collect any rents, issues and profits from the Property and to deliver them to Beneficiary to be applied as provided above and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.
- 16. That Beneficiary may from time to time, in writing and without further notice or consent, release any person from liability for payment of any of the indebtedness; and Trustee may, with written consent of Beneficiary; at any time and from time to time, and without affecting the liability of any person.

a. Join in any subordination or other agreement affecting this deed of trust or lien or charge thereof.

- 1. 1. 16. Reconvey, without warranty, any or all of the Property, consense the same
- 17. That after all sums secured hereby have been paid, upon receipt of the deed of trust and note and payment of its fees, Trustee shall reconvey without warranty the Property, as provided by law. The grantee in such reconveyance may be described as: "the person or persons legally entitled thereto."
- 18. That, in the event of foreclosure of this deed of trust by notice and sale, the power of sale shall be exercised by the Trustee according to and under the authority of the law pertaining to deeds of trust then in effect in the state in which the Property is situated; Trustee shall deliver to purchaser its deed, without warranty, containing recitals demonstrating compliance with the requirements of such law.
- 19. To surrender possession of such premises within the time period provided by law; in the event Beneficiary is purchaser of the Property and possession is not delivered; as provided by law, to pay Beneficiary the costs and the expenses, including reasonable attorney fees, incurred in any suit or action by Beneficiary to obtain possession of the premises.
- 20. That Trustee accepts this trust when this deed, duly executed an acknowledged is recorded as provided by law; any Trustee lawfully appointed by Beneficiary as a substitute or successor Trustee shall succeed to all the powers and duties of the Trustee named herein; Trustee is not obligated to notify any party hereto of the pending sale under any other deed of trust or any action or proceeding in which Grantors; Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by Trustee; to be a party unless such action or proceeding is brought by Trustee; to be a party unless such action or proceeding is brought by Trustee; to be a party unless such action or proceeding is brought by Trustee; to be a party unless such action or proceeding is brought by Trustee; to be a party unless such action or proceeding is brought by Trustee; to be a party unless such action or proceeding is brought by Trustee; to be a party unless such action or proceeding is brought by Trustee; to be a party unless such action or proceeding in which Grantors; Trustee is not proceeding to be a party unless such action or proceeding in which Grantors; Trustee; to be a party unless such action or proceeding in which Grantors; Trustee is not party unless such action or proceeding in which Grantors; Trustee is not party unless such action or proceeding in which Grantors; Trustee is not party unless such action or proceeding in which Grantors; Trustee is not party unless such action or proceeding in which Grantors; Trustee is not party unless such action or proceeding in which Grantors; Trustee is not party unless such action or proceeding in which Grantors in the party unless such action or proceeding in which Grantors in the party unless such action or proceeding in which Grantors in the party unless such action or proceeding in which Grantors in the party unless such action or proceeding in which Grantors in the party in the part
- 21. That as used herein, the term "deed of trust" shall be synonymous with the terms "trust indenture" and "trust deed"; the term "Grantors" shall be synonymous with the term "Trustors" as used in any of the laws of the state in which the Property is situated; the term "Beneficiary" shall mean the holder and owner of any Note secured hereby, or if any Note(s) has been pledged, the pledgee thereof.
- 22. That the failure of Beneficiary to exercise any right or option provided herein, at any time shall not preclude Beneficiary from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Beneficiary or on Trustee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable; such invalidity or unenforceability shall not affect any other provision hereof and the deed of trust shall be construed as though such provision had been omitted.

23.	That Grantors and each of them join in this instrument for the purpose of subjecting each of their right, title and
	interest if any in the Property, whether of record or otherwise and including any right to possession, to the lien of
	this deed of mistry medicinate institution out that your section damps, and continue the little of the
	to their process of other which principle provides destinated that their research is a second to the second to
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William V. Hill, Sr., Trustee of William V. Hill, Sr. and Lillian M. Hill Trust dated July 15, 1991.

Lillian M. Hill, Trustee of William V. Hill, Sr. and Lillian M. Hill Trust dated July 15, 1991.

STATE OF OLERON	선생님은 발생하는 사람이 있는 것들이 되었습니다. 그는 것으로 보는 것이 되었습니다. 선생님은 사람들은 보다는 사람들이 되었습니다.
	SS :
County of Klamath	(1985년 1992년 - 1985년 1985년 1982년 - 198 2003년 - 1982년
On this day of	e the person(s) described in and who executed the within
instrument, and acknowledged that he/s	the executed the same as his/her free act and deed.
	Devise KARlad
OFFICIAL SEAL	Le la
DENISE K. NOLAND HOTARY PUBLIC-OREGON COMMISSION NO. 058471	Notary Public for the State of Olgon
MY COMMISSION EXPIRES AUG. 5, 2000)	Residing at Klamath 3600 My commission expires 8.5-2000
	경영화 경우 사람이 되었다면서 중요한 경험이 되는 것이 되는 것이 되었다. 경영화 경우 기계를 보고 있었다면서 기계를 보고 있다면 하는 것이 되었다.
A A	통하는 경기가 들어지 않는 것이 되었다. 그 사람이 있는 것이 되었다. 발생님, 1985년 1일 전에 대한 경험을 보고 있다.
STATE OF UNGON) 실명한 경기가 있는 것 같아요. 경기를 가장하는 것 같아. 그런 그는 것 같아. 그는 것 같아. (한) 경기를 보는 것 같아. 그는 것
STATE OF Oregon County of Klamath	
	2일 발활성하게 다양하다 중요 발생 같이 되는 것이 되는 것이 되는 것이 되었다. 한국생활은 역사 교육 전쟁 전쟁을 하고 있습니다.
On this 3 day of	april , 1998, before me personally appeared
Lillian M. Hill, to me known to be the	person(s) described in and who executed the within
instrument, and acknowledged that he/	she executed the same as his/her free act and deed.
A STATE OF THE PARTY OF THE PAR	(Nemse of I oland
OFFICIAL SEAL DENISE K. NOLAND	Notary Public for the State of
NOTARY PUBLIC OREGON COMMISSION NO. 056471 MY COMMISSION EXPIRES AUG. 5, 2000	Residing at <u>Klamath</u> Jalls
Harriot free 1902 On Progress at America Harriot	My commission expires 8-5-2000
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County of Alamati	🔾 fe again, as e scrìo fili illimentari secció a seriente e e e e e e e e e e e e e e e e e e
والمنافية والمنافزة والمنا	# Determination of Section 1
On this day of	be the individual who executed the foregoing instrument as
Trustee of the Trust under Trust Agre	ement dated 07/15/91 for the uses and purposes therein
mentioned, and on oath stated he/she	was authorized to execute this instrument.
्या <u>व्यक्त</u> शवाहर एक एक अवस्थातम् कर्मात्	Klar (Newse KN Knd
OFFICIAL SEAL	We Notary Public for the State of Oslogu
DENISE K. NOLAND NOTARY PUBLIC-OREGON COMMISSION NO. 056471	Residing at Klamath Falls
MY COMMISSION EXPIRES AUG. 5, 2000	My commission expires 8-5/2000
County of The Constitution	보통 등 생활 시간에 불통합한 발표를 가는 것이다. 기계 기계 기
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STATE OF Usegon		.45
County of Klama	大人。)ss.	
Lillian M. Hill, to me known	n to be the individual who executed the foregoing instrument as Treement dated 07/15/91 for the uses and purposes therein mentioned	ustee
on oath stated he/she was aut	thorized to execute this instrument.	,
OFFICIAL SE DENIBE K. NOI NOTARY PUBLIC-C COMMISSION NO. MY COMMISSION EXPIRE	OREGON Notary Public for the State of Ollyn	1. +
its acceptance hereof and pursua Beneficiary and Bank, does assign obligations of Beneficiary to Bank,	s deed of trust is subject to a security interest in favor of AgAmerica, FCB (Bank ant to and in confirmation of certain agreements and assignments by and confirmation of certain agreements and assignments by and confirmation to such agreements and assignments Beneficiary has autiliection actions and activities hereunder, including without limitation thereto, rel	betwee ecure thority
whole or in part and foreclosing j office in which this deed of trust is	judicially or otherwise this deed of trust until the Bank, by instrument records is recorded, revokes such authority; provided, however, if Bank is the Beneficial	ed in
transaction, this paragraph is witho	Sec. 2200 Marie and Control of Co	
MASSESSION NO. 054		
TE OF OREGON: COUNTY OF K	Fron A Novary Publication Applications	
TE OF OREGON: COUNTY OF K	LAMATH: SS.	
TE OF OREGON: COUNTY OF K	CLAMATH: ss, Amerititle the 6th 98 at 11:46 o'clock A M., and duly recorded in Vol. M98	
TE OF OREGON: COUNTY OF K	Amerititle the 6th 98 at 11:46 o'clock A M., and duly recorded in Vol. M98 Mortgages on Page 11085	
d for record at request of	CLAMATH: ss, Amerititle the 6th 98 at 11:46 o'clock A M., and duly recorded in Vol. M98	
TE OF OREGON: COUNTY OF K	Amerititle the 6th 98 at 11:46 o'clock A. M., and duly recorded in Vol. M98 Mortgages on Page 11085 Bernetha G. Loisch, County Clerk	
TE OF OREGON: COUNTY OF K	Amerititle the 6th 98 at 11:46 o'clock A. M., and duly recorded in Vol. M98 Mortgages on Page 11085 Bernetha G. Loisch, County Clerk	
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