1411-00114 5:9134

When recorded return to: IClanath First Federal Savings and Loan P. O. Box 5270 Klamath Falls, Oregon 97601

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[Space Above This Line For Recording Data]
DEED OF TRUST
THIS DEED OF TRUST ("Security/Instrument") is made onMarch3,
19 30 Itegranicris. Jatrick, A., Gauntz, and Cynthia E. Gauntz, hushand and wife
("Borrower"). The trustee is
MT = MT
ULIMATEL FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION which is commissed and mini-
under the link of a contracted States, of America, and whose address is
Bauthander in the first state of the second st
Herrover owes Lender the principal sum of "Thirty" Eight Thousand Seven Hundred Dollars and NO/100 Dollars (U.S. S. 38, 700,00). This debt is evidenced by Borrower's note
ation for sime date as this Secondy Instrument. "Note"), which provides for monthly payments, with the full debt, if not paid carbon, due and payable on
scultes to Lorder (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
random (about (b) the payment of all other sums, with interest, advanced under narrograph 7 to protect the security of this
Society Entrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Nete. For this pargene, Borrower prevocably grants and conveys to Trustee, in trust, with power of sale, the following
described property located in <u>Klampth</u> County, Oregon:
County, Oregon:
The South 68 feet of Tract 13 Vicory Acres, EXCEPTING THEREFROM the Westerly 10 feet conveyed to Klamath County, Oregon, by Deed recorded January 24, 1941, in Volume 135, Page 65, Deed Records of Klamath County, Oregon.
**See Attached Adjustable Rite Loan Rider made a part herein.

This loan is assumable at the same rate of interest upon approval by Klamath First Tederal.

🔹 🗰 hing the 🖞 ya a tri	he address of .	1957 Homedalle Read	Klamath Falls,
		[Street]	[City]
Greine	97503		ræs'');

To status WITH all the improvements now or hereafter erected on the property, and all easements, rights, arguments arous rends, regulates, momental oil and gas rights and profits, water rights and stock and all fixtures now or beneafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the forepolargies referred to an this Security Instrument as the "Property."

BORRIVALE COVERSISTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and usinvey 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 clasms and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with hraited variations by jurisdiction to constitute a uniform security instrument covering real property.

OREGION-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Vol M& Page 4178

UNIFORM COMENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. 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. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to lumder on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly knochold payments or ground rents on the Property, if any: (c) yearly hazard insurance premiums; and (d) yearly mort; accumurance premiums, if any. There it ma are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state ingency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender may sorrower interest on the Funds and applying the Funds, analyzing the account or verifying the escrow items, unless 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 innucal 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 sums secured by this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sole of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, Ikurrower thall pay these oblightions in the mariner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person over d 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.

Buttowet shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insurand against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasenably withheld.

All insurance policies and renewals shall be acceptable 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 macipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not 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 lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess 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 settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore 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 to 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 19 the Property is acquired by Lender, Borrower's right to 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 this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Froperty; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the constraints 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 do and 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 this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed 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 be ar interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requisiting payment.

I THE REAL PARTY IN THE REAL PROPERTY.

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 requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender that give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceed's 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 for conveyance in lieu of condemnation, are hereby assigned and shall be paid to llender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Invrument, 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 mark et value of the Property immediately before the taking. Any balance shall be grad to Berrower.

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

Unless Lender and Bornower 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 1 and 2 or change the amount of such payments.

10. Borrower Not Released: Forbetrance By Lender Not a Waiver. Extension of the time for payment or mechheation of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. 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-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under 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. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rundering any provision of the Note or this Sociarity 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 invoke any remedies preparated 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 mial ng at 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 (Birrower 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. Coverting Law; Severability. This Security Instrument shall be governed by federal law and the law of the purcedoction in which the Property is Recated. In the event that any provision or clause of this Security Instrument or the Note conducts 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. Barrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

If itender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of nor-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 this period. Lender may invoke any remotices permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment: enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lander all sums which then would be due under this Security Instrument and the Note had no acceleration occurred, (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this 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 reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had resurted. How ever, this right to reinstate shall so tapply in the case of acceleration under paragraphs 13 or 17.

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NON-UNIFORM COMENAINTS. Elorrower and Lender further covenant and agree as follows:

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19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreen ent in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless: applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than (k) days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstite after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require itsmed ate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to,

If Lender invokes the poster of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder ut the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, prentiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

22. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

23. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.

24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any atterneys' fees awarded by an appellate court.

25. Riders to this Security/ Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the commany and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agree nents of this Security Instrument as if the rider(s) were a part of this Security

T Adjustuble Rate Rider

Ciraduated Payment Hider

Condominium Rider

Planned Unit Development Rider

2-4 Family Rider

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By Signing Briow, Bottom r accepts and agrees to the terms and covenants contained in this Security Instrument and in any rader(s) existated by Borrower and recorded with it.

	Patrick A. Gar Lynthuc Cynchia E. Gar	a E La	(Seal) -Borrower (Seal)
(Spice	Below This Line For Acknowledgment]		Borrower
STATE OFDregen			
COUNTY OFKlanath			
The foregoing instructent was acknow edged b			
byPatrick.ds. Gauntz, and Conthie	a. E (huntr., husband and (persons) acknowledging)	(date) d.wife	
by Commission expires: 5-1416	Ruch	Quenci	01100 v
No. Same		Notary Public	(OLADS

This instrument was prepared by R lamath First Federal Savings and Loan Association

ADJUSTABLE RATE LOAN RIDER

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

be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower'") to secure Borrower's Note to

(the "Lender") of the same date ((the "Note") and covering the property described in the Security Instrument and localed at __1957. Henedale Road, . Klumath Hells. Oregon. 97.603.... Property Address

Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as Follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Nodit has an "Initial Intertst Rate" of .. 10. %. The Note interest rate may be increased or decreased on the ist. day of the month beginning on . . September, 1...., 19. . 87. and on that day of the month every

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: (Check one dour to indicate Index.)

(1) 3. "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

(Owe Love Search inducate whether there is any available limit on thanges in the interest rate on each Change Date; if no box is checked there will There is no maximum limit on changes in the interest rate at any Change Date. (1)

6.24

The interest rate cannot be changed by more than .1.00 percentage points at any Change Date.

If the interest rate changes, the impoint of Borrower's monthly payments will change as provided in the Note. Increakes in the interest rate will result in Ligher payments. Decreases in the interest rate will result in lower payments.

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law its interpreted so that the interest or other loan charges collected or to be collected in connection with the kun would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount interstary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceedal permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal 04ed under the Note or by making it direct payment to Borrower. C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priotity over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that light as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument. D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

#With a limit on the interest rate adjustments during the life of the loan of plus or minus three (+/~ 3.00) Percentage points.

uck (....(Seal) Patrick A. Gauntz -Borrower . . (Seal Cynthia E. Gauntz Borrower

tor of no bas is checked, in it Lender as d Bornswer do not otherwise spree in writing, the first Index named will apply. ADJUSTABLE HATE LOAN IRIDER-581 - FILLY & UNIFORM INSTRUMENT 44295-4 SAF Systems and Form

STATE OF OREGON: COUNTY OF KLAMATE: 55.

Filed for record at request of March A.D. 19 86 at 11:19 o'clock A M., and duly recorded in Vol. 12th dav M86 of HOLLSHREE ____ on Page _____ 4178 Evelyn Eichn, FEE County Clerk \$21.00 <Вy YPAN,

4182