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oneme haban aber kuwan bertakan palabah da kembah. Tagan bertakan membah ban mengapatan bertakan palabah bertakan palabah bertakan bertakan bertakan bertakan ber Loan No. 01-253-362439-2 note that telephone depth of the telephone MOUNTAIN TITLE COMPANY OF KLAWATH COUNTY 37194 MS AFTER RECORDING, MAIL TOPY (6) 101 (\*\*\*) 101 (\*\*\*) 102 (\*\*\*) 103 ( स्वयंद्राधारम् । स्वयंद्राधारम् । स्वयंद्राधारम् । स्वयंद्राधारम् । स्वयंद्राधारम् । Loan Servicing of Bala, the manner production of **4** to the engine of the second P.O. Box 91006, SAS0304 sausse gout toband. The error ages I artificate out to a subset of the first of the Color of the sunds another warship through a sit broken [Space Above This Line For Recording Data] Share to see the region ( ) in the DEED OF TRUST ad jori fiorts table dan en lan la bing ed lind disponda sadi. 's Congress our calada Parali ed disponda en THIS DEED OF TRUST ("Security Instrument") is made on February 1st . The grantor is THEODORE G. VANDERLIP, an unmarried individual "Borrower"). The trustee is MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY, an Oregon Corporation ("Trustee"). The beneficiary is WASHINGTON MUTUAL BANK which is organized and existing under the laws of Washington , and whose address is 1201 THTRD AVENUE SEATTLE, WA 98101 Borrower owes Lender the principal sum of THIRTY-ONE THOUSAND & 00/100--\_Dollars (U.S. \$ 31,000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1st. 2006 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in KTAMATH 18 181 \_\_\_\_County, Oregon: LOTS 11 AND 12 IN BLOCK 35, SECOND ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY. OREGON. in the text of or beings oil their expension courself Comments of the state of the comments of the state of the in a supplified, any monerace of energed to provious single or extend or processor to devote the analysis of an energy to devote on an energy the following the control of the Provious of the provious of the provious control of the provious processor processor processor that the control of the provious devote devote the the provious and an energy to the control of the provious of chapte and Frederica of the Property Betrogen's Load Application; Le rechelde. Secretary had nar i ternarical gart, e i cici hi arretamen'edt tribe egit yene nation narvolenn har edic getagent te denar also transis allegatur gamaja se to wint selt reto allegat en agent is set englasion el procesor el com a Callegat transis al cici districtiva al calabragatik transista egiten de plantativ viduose i ele e and the Grants Albert II. Property is demonated at examinating and the Broperty. There is the analysis of the A The analysis we distributed the transfer of the first of the American Country of the American Country and the American Country of th A control attention of the transport trained of that they is a constant to the horse service. Appears to the end of the trained glutters of tablets of a measure of the trained glutters of the product of the product of the product of the control of the product of the product of the control of the trained glutters of the trained glutters. which has the address of 1704 SARGENT AVENUE KLAMATH FALLS [Street] to comments for interpret Lastasawawa in Sangara j ("Property Address"); 

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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notoninasty 114048 Loan #: 01-253-362439-2

UNIFORM COVENANTS. 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 2. Funds for Taxes and insurance. Subject to applicable law or to a written waver by Lender, Borrower shall pay to Lender on the day priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly leasehold payments or ground rents on the Property, if any; (c) yearly sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds accordance with applicable law.

accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items. Lender may not charge Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any endures interest to be paid, Lender shall not be required to pay Borrower any interest Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess

the Funds was made. The Funds are pledged as additional security for all sur secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess the secured by this Security Instrument.

Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender shall account to Borrower for the excess the secured by the security Instrument and the security Instrument, at Lender at any time is not sufficient to pay the up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds the Upon payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall principal due; and last, to any prepayment charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, tines, and impossitions attributed to the Property of the second in the paragraph 2; third, to interest due; fourth, to

principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the

promptly furnish to Lender receipts evidencing the payments.

Borrower 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 (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.

Borrower shall keep the improvements now existing or hereafter erected on the Property insured

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 or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hexards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier previding the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain paragraph 7.

coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's light and the standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made

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 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

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 acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property 21 the Property is pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall continue to occupy the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's shall be in default if any foreiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower such a country information or statements to Lender (or failed to provide Lender with any material impairment of the lien created by the Security Instrument or Lender's security interest. Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower's interest in the Property or other material information) in connecti

residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, 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 cover this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. 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 bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, required by Lender (appears or ceases to be in effect; Borrower shall pay the premiums required to obtain coverage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, and an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay the premium required to maintain mortgage insurance in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance lends in accordance between

Loan #: 01-253-362439-2

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

10. Condemnation: The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, in for converse in life of condemnation, are hereby assigned and shall be paid to Lender, then due, with any excess paid to Borrower. In the event of a partial taking of the Property the proceeds shall be applied to the sums secured by this Security Instrument, whether or not immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing; the sums secured by this Security Instrument shall be reduced by the amount of market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument shall be reporty taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums ascured by this Security Instrument whether or not the sums are then due.

sums secured by this security instrument whether or not the sums are then due.

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 to the sums secured by this Security Instrument, whether or not then

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 such payments.

11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization

11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification 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 interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument by Instrument by covenants and agreements of this Security covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other without that Borrower's consent.

Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security instrument of the terms of 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 principal owed under the Note or by making a direct payment to Borrower. Lender may choose to make this refund by reducing the prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class

Prepayment willout any prepayment charge under the roce.

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

Lender designates by notice to Borrower. Any notice provided for in this Security instrument small be deemed to have been given as provided in this paragraph.

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

Regrower shall be given one conformed copy of the Note and of this Security Instrument.

provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is not a natural person) without Lender's prior written consent, exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. However, this option shall not be if Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument. If Borrower fails to or demand on Borrower.

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 this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covernants or agreements; (c) pays all expenses incurred in 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 remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under

remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the 'Loan Servicer') that collects monthly the Note. If there is a change of the Loan Servicer, Borrower will be given writton notice of the change in accordance with paragraph 14 above 14 house. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property that is in violation of any Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 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 30 days from the 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 reinstate 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 and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses evidence.

Loan #: 01-253-362439-2 If Lender invokes the power 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 Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on 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 at public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale. Property by public announcement at the time and place or any previously scheduled sale. Lender or its designee may publicate and 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 facle evidence of the truth of the statements made therein. Trustee shall apply aftorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. 22. 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 Lender shall charge Borrower a release fee in an amount allowed by applicable law. Such person or reconvey the Property without warranty and Lender shall charge Borrower a release fee in an amount allowed by applicable law. Such person or 23. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereinder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee appointed herein and by applicable law.

24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by applicable fourth. 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 covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)] Adjustable Rate Rider

Graduated Payment Rider

Balloon Rider

Other(s) [specify]

Condominium Rider

Planned Unit Development Rider

Rate Improvement Rider Condominium Rider 1-4 Family Rider Biweekly Payment Rider Other(s) [specify] Second Home Rider although dieth (\* 15 de) in 1880 des 1981 anns BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. the tradition to the property and and the A to the first and applications
 A conversal to the property OFFICIAL SEAL
MARJORIE A. STUART
NOTARY PUBLIC-OREGON
COMMISSION NO. 040231 disensett. OC: MISSION EXPIRES DEC. 20, 1998 STATE OF OREGON, Klamath County ss: On this 7th \_\_\_ day of \_\_<u>February</u> , 19 96 , personally appeared the above named THEODORE G VANDERLIP and acknowledged the foregoing Instrument to be his foregoing WITNESS my hand and official seal affixed the day and year in this certificate above written. . voluntary act and deed. (Official Seal) Before me: My Commission expires: 12-20-98 STATE OF OREGON: COUNTY OF KLAMATH: ss. Filed for record at request of <u>Mountain Title</u> A.D., 19 96 the 12th \_\_at \_\_3:32 \_\_\_o'clock \_ day P M., and duly recorded in Vol. Mortgages on Page 4047 FEE \$25.00 Bernetha G. Letsch, County Clerk

427D (8-94) CONTROL STEEL (C) 7

Mall reconveyance to

dine Mulenday