24263

Vol. male Page 2754

WHEN RECORDED RETURN TO:

STIRMA PACTIFIC MORIGAGE COMPANY, INC. 8555 SW APPLE WAY, SUITE 340 PORTLAND OR 97225

[Space Above This Line For Recording Data]

DEED OF TRUST

LOAN NO. 15698

. The THIS DEED OF TRUST ("Security Instrument") is made on AUGUST 26, 1996 grantor is ROBERT D. COX and LAURIE L. COX, HUSBAND AND WIFE

("Borrower"). The trustee is KLAMATH COUNTY TITLE COMPANY

("Trustee"). The beneficiary is SIERRA PACIFIC MORTGAGE COMPANY, INC.

which is organized and existing under the laws of STATE OF CALIFORNIA , and whose address is 11344 COLOMA ROAD, SUITE 340, GOLD RIVER, CA 95670 ("Lender"). Borrower owes Lender the principal sum of

SEVENTY-RIGHT THOUSAND THREE HUNDRED FIFTY and NO/100----Dollars (U.S. \$ 78,350.00

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 SEPTEMBER 1, 2026 . 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 County, Oregon: KLAMATH located in

LEGAL DESCRIPTION ATTACHED HERETO AND MADE APART HEREOF

which has the address of HC 61 BOX 1108, LA PINE

("Property Address");

[Street, City],

97739 [Zip Code]

OR.DT.CVL

Form 3038 9/90 Amended 5/91

OREGON - Single Family - Fannie Mae/Freddie Mac UMIFORM INSTRUMENT

Page 1 of 6

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 seised 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.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall

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

1. Payment of Principal and Interest; Presyment 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 Lender on the day monthly payments are due under the Note. Until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and ascess. Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and ascess. (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly hazard mortages insurance premiums; (d) yearly flood insurance premiums; (d) yearly flood insurance premiums; (d) yearly flood insurance promiums, if any; accordance with the privisions of paragraph 8, in lieu of the payment of mortages insurance premiums, if any, and (f) any sums payable by Borrower to Lender in ance premiums. These rivisions of paragraph 8, in lieu of the payment of mortages insurance premiums, are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount to exceed the maximum amount a lender for a federally Bstate Settlement Procedure for Borrower's escrow account under the federal Real 2601 et seq. ("RESPA") unless another law that applies to the Punds sets a lesser amount. If so, Lender may time, collect and hold Funds in an amount may, at any time, collect and hold Funds in an amount not courrent data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal confidence with applicable law.

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was made. The Funds are pledged as additional security for all sums 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 Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writedeficiency. Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall property refund to Borrower any Funds held by Lender. 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 held by Lender at the time of acquisition or sale of the Credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under 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 attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner 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 makes these payments directly, sorrower shall promptly luthish to be ceipts 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. Form 3038 9/90

5. Hazard or Property Insurance. Borrower shall keep the improvements no or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods and flooding, 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 unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option obtain coverage to protect Lender's rights in the Property in accordance with option, obtain coverage to protect Lender's rights in the Property in accordance with

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 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 promptly by

Unless Lender and Borrower otherwise agree in writing, 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 reeconomically 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. ment, 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 21 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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use 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 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 control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as prothe Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may 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 Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information) in connection with the loan evidenced by the Note, including, but not limited to, If this Security Instrument is on a leasehold, Borrower shall comply with all the protection of the lease. If Borrower acquires fee title to the Property, the leasehold and T. Protection of Lender's Rights in the Property. If Borrower fails to perform the ceeding that may significantly affect Lender's rights in the Property (such as a proceed-

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, probate, for condemnation or forfeiture 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 court, paying reasonable attorney's fees and entering on the Property to made repairs. Any amounts disbursed by Lender this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt other terms of payment, these amounts shall bear interest from the date of disbursed Borrower secured by this Security Instrument. Unless Borrower and Lender agree to the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mantages Insurance. If Lender required mortgage insurance as a condition of quired to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall insurance previously in effect, at a cost substantially equivalent to the cost to Borrower pay the premiums required to obtain coverage substantially equivalent to the cost to Borrower pay the premiums required to obtain coverage substantially equivalent to the cost to Borrower pay the premiums required to obtain coverage substantially equivalent to the cost to Borrower pay the premiums required to obtain coverage substantially equivalent to the cost to Borrower pay the premiums required to obtain coverage substantially equivalent to the cost to Borrower pay the premiums required to obtain coverage substantially equivalent to the cost to Borrower pay the premiums required to obtain coverage substantially equivalent to the cost to Borrower pay the premiums required to obtain coverage substantially equivalent to the cost

insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or serve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at Page 3 of 6

the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable

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 con-

sequential, 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 Lender.

Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property 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 the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair 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 in which the fair market value of the Property immediately before taking in less than the amount of fair market value of the Property immediately before taking in less than the amount of the sums secured immediately before the 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 whether or not the sums are then

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

of the Property or to the sums secured by this Security Instrument, whether or not then due.

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; Forber once By lender not a Waiver. 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 of the original Borrower or Borrower's 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 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 shall not be a vaiver of Any forther near by Lender in exercising any right or remedy.

12. Successors and Assigns of Lender and Borrower Instrument shall bind and benefit the successors and agreements shall be joint and Several Hability. Co-Sicrers. The essors and agreements shall be joint and Several Hability. Co-sicrers. The Borrower's covenants and agreements shall be joint and Several Hability. Co-sicrers. The successors are agreed to successors and agreements shall be joint and Several Hability. Co-sicrers. The successors are agreed to successors and agreements shall be joint and Several Hability. Co-sicrers. The essors and assigns of Lender and Borrower in the Note:

12. Successors and agreements shall be joint and Several Hability. Co-sicrers. The essors and assigns of Lender and Sorrower in the Note:

13. In the security Instrument of the Note:

14. Successors and Assigns of Lender and Sorrower in the Security Instrument of the Note of this Security Instrumen

shall be deemed to have been given to sorrower or bender when given as provided in the 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 or clause 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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. OR.DT.CVL.4 Page 4 of 6 Form 3038 9/90

LOAN NO: 15698

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 sold or transferred and Borrower is not a natural person) without bender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by 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 Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not 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 remedies permitted by this Security Instrument without further notice or demand on Borrower.

Lender may invoke any remedies 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 time prior to the earlier of: (a) 5 days (or such other period as applicable law may time prior to the earlier of: (a) 5 days (or such other period as applicable law may time prior to the earlier of: (a) 5 days (or such other period as applicable law may time prior to the earlier of: (a) 5 days (or such other period as applicable law may time prior to the earlier of: (a) 5 days (or such other period as applicable law may time prior to the earlier of: (a) 5 days (or such other period as power of sale prior to the conditions are that Borrower; (a) pays Lender all sums which then would 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. Expenses (b) cures any default of any other covenants or agreements; (c) pays all expenses; (b) cures any default of any other covenants or agreements; (c) pays all expenses; (b) cures any default of any other covenants or agreements; (c) pays all expenses; (b) cures any default of any other covenants or agreements; (c) pays all expenses; (b) cures any default of any other covenants or agreements; (c) pays all expenses; (b) cures any default of any other covenants or agreements; (c) pays all expenses; (b) cures any default of any other covenants or agreements; (c) pays all expenses; (b) cures any default of any other covenants or agreements; (c) pays all expenses; (b) cures any default of any other covenants; (c) pays all expenses; (c)

20. Hezardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintance of the Property.

presence, use, or storage on the Property of small quantities of 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 Havironmental carmental or regulations and the Property and any Hazardous Substance or Havironmental or regulations are recorded in the Property and the Borrower learns, or in of any Hazardous Substances affectory authority, that any removal or other residuation of any Hazardous Substances affectory authority, that any removal or other residual promptly take all necessary remedial ing the Property is detailed as a containing a property in the paragraph 20. "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances; gasoline, kerosane, other flammable or toxic perfoleum products, toxic pesticides and herbicides, volatile solvents, materials containing ashestos or formaldehyde, and radioactive materials. As used in this paragraph 20. "Bavironmental Law means federal laws and laws of the jurisletion where the Property is locate that relate to health, safety or environmental protection.

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

21. Acceleration; Remedials. Lender shall give notice to Borrower prior to acceleration for the standard of the property in the summable of the property in the default on the property in the provided in the notice has present in this Security Instrument and sale of the Property in acceleration of the summable of the country of the property in acceleration of the summable of the property in the summable of the property in the summable of the property and the property i

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 prime 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 to the person or persons legally

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 to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. Substitute Trustee. Lender may, from time to time, remove Trustee and appoint a successor trustee to any Trustee approinted 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.

24. Attorney's Fees. As used in this Security Instrument and in the Note, "attorney's fees" awarded by and 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 [Check applicable box(es)] l Adjustable Rate Rider] Condominium Rider l Graduated Payment Rider] 1-4 Pamily Rider] Planned Unit Development Rider [l Balloon Rider] Biweekly Payment Rider] Rate Improvement Rider ſ l V.A. Rider] Second Home Rider] Other(s) [specify] 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.

Witnesses: (Seal) (Seal) -Borroser (Seal) (Seal) BODOWN -Bonnouer-

State of OREGON

county of Deschutes

28th day or august, Robert D. Cox and Laune L. foregoing instrument to be Their

, personally

and acknowledged the

My Commission Expires: (Official Seal)

7-11-00

Before Me:

voluntary act and deed.

OFFICIAL SEAL KARI ANDERSON NOTARY PUBLIC-OREGON COMMISSION NO. 055700 MY COMMISSION EXPIRES JULY 11, 2000

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Public for Oregon

OR.DT.CVL.6 Form 3038 9/90

A tract of land situated in the WiSE: of Section 27, Township 23 South, Range 10 East of the Willsmette Meridien, in the County of Klanath, State of Oregon, more

Beginning at the South quarter corner of said Section 27; thence North 89 degrees 46' 39" East 662.79 feet; thence North 00 degrees 17' 12" West 658.79 feet to the true point of beginning; thence North 00 degrees 17' 12' West 329.10 feet; thence East 661.59 feet; thence South 00 degrees 21' 21" East 329.11 feet; thence West 661.99 feet to the true point of beginning.

Filed for record at request of	Klamath County	Title	the 4th	
of <u>September</u> A.D., I	96 at 11:18 Mortgages	o'clockA_M.,	and duly recorded in Vol. M96	d
FEE \$40.00		Bernetha G Lei	tsch. County Clerk	
Street either open and San Market and			8	

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