THIS INSTRUMENT WAS PREPARED BY:

ONE NORTH DEARBORN STREET CHICAGO, ILLINOIS 60602

MORTGAGE

ADJUSTABLE RATE ACCOUNT #000843896 CITICORP SAVINGS

Corporate Office One South Dearborn Street Chicago, Illinois 60603 Telephone (1 312 977 5000)

THIS MORTGAGE ("Security Instrument") is made this 24TH 8 &between the Mortgagor, RAUL F HERRERO AND BEATRIZ A HERRERO HIS WIFE

day of NOVEMBER

(herein "Borroy e."), and the Mortgagee, Citicorp Savings of Illinois, a Federal Savings and Loan Association, a corporation organized and existing under the laws of The United States, whose address is One South Dearborn Street, Chicago, Illinois 60673 'herein "Lender").

WHEREAS, Borrover in indebted to Lender in the principal sum of TWO HUNDRED TWENTY-THOUSAND Dollars, which indebtedness is evidenced by Borrower's AND 00/100 (herein "Noie"), providing for monthly installments of principal and interest, note dated 11/24/86 with the balance of the indebtedness, if not sooner paid, due and payable on - JANUARY 01 2017

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advince I in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and aprogramment, of Porrower herein contained, and (b) the repayment of any future advances, with interest thereon. Borrower does herein the building described property located in the County of

COOK

, State of Illinois

GOOK COUNTY, N. (NO FILED FOR FECO...C

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LOT 1 IN BOND AND ARHLEN'S RESUBDIVISION OF LOT 4 (EXCEPT THE EAST 37 1/2 FEET THEREOF) AND ALL OF LOT 5 AND 6 IN BLOCK 8 IN JUIN CULVER'S ADDITION TO NORTH EVANSTON IN TOWNSHIP 42 NORTH, RANGE 13, EACT OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

I. D. #05-34-323-024

F-H-0 ta

which has the address of

2523 CENTRAL STREET

EVANSTON

IL State and Zip &Q201

(herein "Property Address"):

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (of the leasehold estate if this Mortgage is on a leasehold) as herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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give Borrower notice at the time of re inspection. 8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

(d) Yearly mortgage insurance premiums. It any recent the Property, if any: (c) yearly hazard insurance premiums. one-twelfth of. (a) yearly taxes and assessments imposed by governmental bodies which may attain priority over this Security 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 Mote, until the Mote is paid in full, a sum ("Funds") equal to Indebtedness evidenced by the Note and any prepayment and late charges due under the Note. 1. Paymentiof Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

If the impunit of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument. to be paid; Lender shall not be required to pay Borrower any interest or entrings on the Punds. Lender shall give to Borrower, រាក់ស្រុកម្នាស់ Writing រដ្ឋអំពុក្ស ក្របែបទេវ shall be puld on the Funds. Unless an agreement is made or applicable law requires interest Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge, Borrower and Lender or state agency (including Bander if Lender is such an institution). Londer shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal due on the basis of current data and reasonable estimates of future escrow items.

at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the cities had by Lender any amount neces or you make up the deficiency in one or more payments as required by Lender any amount neces or you make up the deficiency in one or more payments as required by Lender. due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be,

Funds held by Len.er. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than simmediately prior. The sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit againgt the sum secured by this Security Instrument. Upon pay ment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any

3. Application if Layments. Unless applicable law provides otherwise, all payments received by Lender under

inis paragraph. It Borrower makes these ray entractly Borrower shall prompily furnish to Lender receipts evidencing paragraphs 1 and 2 shall he applied: first, to late charges due under the Mote; second, to prepayment charges due under the Mote; and last, to principal due.

4. Charges; Liens, Bor et shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over it, or central pay income, and leasehold payments or ground reads, it, any, Borrower shall which may attain priority lover it, or ided in payatents, in the manner; Borrower shall promptly furnish to the person awed payaten or it not paid in that manner; Borrower shall pay them on this chie person awed payatent in the person awed payaten or it more than the chief mounts to be paid under the person awed payatent in the person awed payatent to the person awed payatent promptly furnish to the person are the person are promptly furnish to the person are the person are promptly furnish to the person are the person are promptly furnish to the person are the person are promptly furnish to the person are the person are promptly furnish to the person are the person are promptly and the person are person and the promptly are promptly and the

the lien. Borrower shall satisfy the lien or take one or more of the a clions set forth above within 10 days of the giving of notice. is subjection lien which may attain priority over this Secury Instrument. Lender may give Borrower, in notice identifying the enforcement of the lien or forletture of any part of the Property; or (c) secures from the holder of the lien an agreement the lien by or idelends against enforcement of the cir oil. Legal proceedings which in the Lender's opinion operate to prevent in writing to the payment of the obligation secured or the lien in a manner acceptable to Lender; (b) contests in good faith Bottower shall promptly discharge any liea while has priority over this Security instrument unless Bottower. (a) agrees ine payments:

of paid premiums and tenewal notices, in the event of loss, Borrower shall give prompt notice to the insurance carrier and All jusurance policies and renewals shall be acceptable to Lender and thall include a standard mortguge clause. Lender and that the relative to Londer all receipts providing the insurance shall be chosen by Borrower subject to Lende 'e reproval which shall not be unreasonably withheld. insurance; This insurance shall be maintained in the amounts and for the choice that Lender requires. The insurance earrier against loss by fire, hazardshicluded within the term "extended cov 17ge" and any other hazards for which Lender requires S. Hazard Insurance. Borrower shall keep the impro em aus now existing or hereafter erected on the Property insured

libindons the Property, or does not answer within 30 days a notice from Lender that the "rance carrier has offered to applied to the sums secured by this Security Instrument, whether or not then due, with any exc. as paid to Borrower. If Borrower of the Property damaged, if the restoration or repair is economically feasible and Londer's security is not lessened. If the restoration or repair is not economically feasible or Londer's security would be lessened, the insurance proceeds shall be Unless Lender and Borrower otherwise agree in writing, insurance proceed, at all be applied to restoration or repair Lender: Lender may make proof of loss if not mide promptly by Borrower.

postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the ame and the payments. Thinder paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies at diffunder paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies at diffunder paragraph. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to princi, al shall not extend or or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice settless cigim; then Lender may collect the insurance proceeds. Lender may use the proceeds lost pair devestore the Property

6 Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially Instrument immediately prior to the acquisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums seen, d by this Security

7. Profection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and merge unless Lender agrees to the merger in writing. THE LEWIS shall comply with the provisions of the lease, and it Borrower acquires fee title to the Property, the leasehold and ree title change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold. Borrower

nder this paragraph 7; Lender does not have to do so. in courts, paying reasonable attorneys, lees and entering on the Property to make repairs. Although Lender may take action Lender sactions may motude paying any sums secured by a lien which has priority over this Security instrument, appearing then Londer may do and pay for whitever is necessary to protect the value of the Property and Londer's rights in the Property. rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or to enforce laws or regulations), and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's

Security Instrument, Wiless Borrower and Lender agree to other terms of psyment, 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 Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

in accordance with Borrower's and Londer's written agreement or applicable law. shall pay the premiums required to maintain the insurance in effect until auch time as the requirement for the insurance terminates If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument. Borrower payment.

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9. 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, or for conveyance in lieu of condemnation, are hereby assigned

and shall be paid to 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, 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.

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 due.

Unless Lender and Borrower otherwise agree in writing, any applications 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; 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 hability 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 sum's 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 versise of university of remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall being it the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrover'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 frederity under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security in trument; 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 not the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, ther. (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. It exactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument of an arrowable 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 permitted 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 mailing it by first class mail unless applicable law requires use of nother 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 the given 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. 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 cause 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.

16. Borrower's Copy. Borrower shall be given one conformed copy of the No 2 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 sold, assigned or transfer et and Borrower is not a natural person) or if Borrower enters into Articles of Agreement for Deed or any agreement for installment sale of the Property or the beneficial interest in Borrower (and Borrower is not a natural person) without Lender's prior viriten 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 revide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay a 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.

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 Lender 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 occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. 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 paragraphs 13 and 17 unless applicable law provides otherwise). This notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 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, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full

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Loan Number: 00000843896

__ (Seal) -- Borrower

NOTICE: The Security Instrument secures a Note which contains a provision allowing for changes in the interest rate. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

This Rider is made this 24TH day of NOVEMBER , 1986 , and is incorporated into and shall 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 Citicorp Savings of Illinois, A Federal Savings and Loan Association.

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at

2523 CENTRAL STREET, EVANSTON, IL 60201

Property Address

MODIFICATIONS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender futher covenant and agree as follows:

covenant	and agree as follows:		
The No	at Rate and Acade aly Payment Changes ble has an "Initial Interest Rate" of 10.125 the month beginning on JANUARY 1.5	%. The Note interest rate may be increased.	eased or decreased on the FIRST ay of the month every 420
Change	(s) thereafter. in the interest rate are governed by changes in an in indicate Index.		Index is the: [Check one
(1) 🕏	In no event over the full term of the Note will the points (5.4.273 at the Note Male continued in the Initial Rate	interest rate be increased more than of Interest. culate the new interest rate by adding rrent Index. However, the rate of interest Change Date by more than	5.375 percentage
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If the l	nterest rate changes, the amount of Borrower's mon trate will result in higher payments. Decreases in the	thly payments will change as provided in t interest rate will result in lower payments	he Note. Increases in the s.
interpr limits, any sur refund	Charges d be that the loan secured by the Security Instrumen eted so that the interest or other loan charges collect then: (i) any such loan charge shall be reduced by the ms already collected from me which exceeded permit by reducing the principal I owe under the Note or be ion will be treated as a partial prepayment.	ed or to be collected in conjection with t e amount necessary to reduce the charge t ted limits will be refunded to me. The Lei	he loan exceed the permitted o the permitted limit; and (ii) nder may choose to make this
this Sec lien as	iens ler determines that all or any part of the sums secure curity Instrument, Lender may send Borrower a noti provided in paragraph 4 of the Security Instrument c inating that lien to this Security Instrument.	ce identifying that lien. Borrower shall pro	omptly on with regard to that form satisfrom to Lender
If there	er of the Property is a transfer of the Property subject to paragraph 17 Note interest rate, or (2) an increase in (or removal or (3) a change in the Base Index figure, or all of the 17.	of) the limit on the amount of any one in	taraet ruta changa (if there is a 🥆
By signing	this, Borrower agrees to all of the above.	- Will and	(Seal)
*If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.		RAUL F HERRERO	(Scal)
		BEATRIZ A HERRERO	(Seal)
			-Borrower

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2-4 FAMILY RIDER OFFICIAL CORPORATION Corporate Office (Assignment of Report) OFFICIAL CORPORATION Street

ACCOUNT #000843896

C) Corporate Office One South Dearborn Street Chicago, Illinois 60603 Telephone (1 312) 977-5000

THIS 2-4 FAMILY RIDER is made this NOVEMBER 24TH day of and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Citicorp Savings of illinois, A Federal Savings and Loan Association (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 2523 CENTRAL STREET EVANSTON, ILLINOIS 60201

(Property Address)

2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Use of Property; Compliance With Law. Borrower shall not seek, agree to make a change in the use of the Property or its zoning clasification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. Si con linate Liens. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. Rent Loss insurance. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - "Borrowers (light To Reinstate" Deleted. Uniform Covenant 18 is deleted.
- E. Assignment of Leases, Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing lease, and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "subleate" the Security Instrument is on a leasehold.
- F. Assignment of Rents, Borrowe unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lei der's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lende 's Igents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrumen, Porrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. 17's assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all fents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by any security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and his not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Coperty before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at an / time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

Cross-Default Provision. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

By SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in the 2-4 Family Rider.

(Seal) RAUL F HERRERO

BEATRIZ A HERRERO

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