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subject to encumbrances of record.

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Property of Contract Clerk's Office Assistance of Contract C Company and the Subeldiery under the Credit Agreement, and (111) any instruments intended to evidence or secure the obligations of the (11) all motes, mortgages, deeds of trust, security agreements and other the "Credit Agreement") among the Company, the Subsidiary and Lender, Secured Credit Agreement dated as of September 15, 1989 (collectively, beland and behaved gistres that of theread betales behaved (1) that certain Secured Credit Agreement dated as of March 13, 1987, as not limited to, the obligations of the Company and the Subsidiary under Es-Pak, Imc., a Delawere corporation ("Company"), and Ko-Pak Peckaging, Lac., a California corporation ("Submidiaty") to Lender, including, but carrenced the full and complete performence of all obligations of berrower in teres of Lander and pursuant to which horrower has Comrency dered on of September 15, 1969 (the "Guaranty"), made by belance bee between gistres lads to mere! out return school or beseglide

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### INLEGRM COVENANT BOTTOLE AND LEASET COVENANT AND A SECTION PY 8 5 7

I. Payment of School ham had been a Borrower shall promptly pay when due the principal make indebtedness evidenced by the Managard Landshage managard been been guaranty.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender. Borrower shall pay to Lender analysis monthly payments (Equipped and Insurance payments as sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 annual 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 (a additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, a see sments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sumpressed by this Mortgage. Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender. Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a great against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the law and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, discussions a publicant the lists, and then to the law and the lists.

Botrower under paragraph 2 hereof, demandance publication hists, and then to the second of trust; Charges; Lie's. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when duy. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements 10% existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require

The insurance carrier providing the insurance shall be chosen by Borro ver subject to approval by Lender: provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terris of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 10 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration of repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Designments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development. Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Measurement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Impection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

Touchemation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreey ment with a lien which has priority over this Mortgage.

\* Lender's Reference Rate, (as hereinafter defined), plus 317 per annum.

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10. Berrawer Not Released forwarded by Lender Let Walter Except on the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the time. (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the time or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the time without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided here... and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be seemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Geveraing Lear Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the even, that any provision or clause of this Mortgage or the Mine conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Mine which can be given effect without the continuing provision, and to this end the provisions of this Mortgage and the Mine are declared to be severable. As used herein, "costs", "expenses" and "attorneys" fees" include all sums to the extent not prohibited by applicable law or limited herein.

—Guaranty

34. Berrower's Copy. Borrower shall be furnished a conformed copy of the Manufand of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Birrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Burrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Bourgwer is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not for exercised by Lender if exercise is prohibited by

federal law as of the date of this Mortgage.

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 maked within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or Cemark on Borrower.

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

17. Acceleration: Remedies. Except as provided in paragraph 16 hereof, por Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay who dre any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or octive the date specified is the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by 'mo'c', praceeding, 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 defanit or any other defense of Borrower to receive and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further destard and may foreclosure this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, remonable actoracys' fees and costs of documentary evidence, abstracts and title reports.

18. Berrower's Right to Reisstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach. Porrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Mannhad no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents: Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property. Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of a management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to

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arge to Burrower. Burrower shall pay all costs of room

21. Water of Heat. mend. Burrower hereby waves all right of humestead custopers in the Property 22. Additional Obligations Secured. In addition to securing the obligations of Borrower to Lender described herein, this Mortgage secures, in such order or priority as Lender may elect, the payment and performance of every obligation, covenant and

agreement made by or imposed upon Borrower in any note, murtgage, deed of trust, security agreement, guaranty or other instrument by and between Borrower and Lender,\*

### REQUEST FOR NOTICE OF BEFAULT AND PORECLOSURE UNDER SUPERIOR -MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any tale or other foreclosure action.

exercises our mordials:
Lather the
KARL TREDRICK KIELSMEIER - Controller
-Berrowe
County ss:
Notary Public in and for said county and state, do hereby certify that
where name(# . i.a subscribed to the foregoing instrument, anon-left of that he signed and delivered the said instrument as as therein set forth.
4 75 day of Saptember 19.89
Kallen a Mila
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<sup>\*</sup> or made by Borrower for the benefit or in favor of Lender, and any renewal, extension, substitution or modification thereof (collectively, the "Additional Obligations"). Borrower's failure to duly keep, perform and/or observe any of the Additional Obligations, shall be a default hereunder, entitling Lender to exercise any or all of the remedies reserved by Lender herein.

Reference Rate. The term "Reference Rate" at any time shall mean the rate of interest then most recently announced by Lender at Chicago, Illinois as its reference rate; and the applicable interest rate for amounts disbursed by Lender hereunder shall change simultaneously with each change in the Reference Rate. Interest shall be computed for the actual number of days elapsed on the basis of a year consisting of 360 days.

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KONTOPINANIAM RAPIR PSY 8 5 7 THIS CONDOMINIUM RIDER is made this 15th . 19 89 . day of September end and supplement the Mortgage. Deed of Trust or Security Deed (the and is incorporated into and shall be deem "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's 🚻 Guaranty in CONTINENTAL BANK N.A., a national banking association favor of (the "Lender") of the same date and covering the Property described in the Security Instrument and located at 155 Harbor Drive, Unit 1812, Chicago, Illinois 60601 The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project ktoron as: Harbor Drive Condominium (Name of Contomicum Prosect) (the "Condominium Project") If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest. COMPONENTIAL COMENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lend. for ther covenant and agree as follows:

A. Candominio Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Decements. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominual Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, she dres and assessments imposed pursuant to the Constituent Documents. B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "filanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then: (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazara i isurance on the Property; and (ii) Borrower's obligation under Unit irm Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, are proceeds payable to Borrower are hereby assigned and shall be peid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower. C. Public Liability Insurance, Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender. D. Condemnation, The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any par of the Property, whether of the unit or of the common elements, or for any conveyance in fieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument (s) rovided in Uniform Covenant 9. E. Lender's Prior Consent, Borrower shall not, except after notifie to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or

eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender:

(iii) termination of professional management and assumption of self-management of the Owners Association;

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies, If Borrower does not pay condominium dues and assessments when due, then Langer may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of mate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Lender's Reference Rate plus 3} % per annum	KARL FREDRICK KIELSMEIER -Borrower
	(Seal)
	(Seal)
	(Seal) -Barrawar (Sign Original Only)

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### EXHIBIT A

### LEGAL DESCRIPTION

#### Parcel I:

Unit Number 1812 in Harbor Drive Condominium, as delineated on the survey plat of that certain Parcel of real estate (hereinafter called "Parcel"): Lote 1 and 2 in Block 2 in Harbor Point Unit Number 1, being a Subdivision of part of the lands lying East of and adjoining that part of the Southwest fractional 1/4 of fractional Section 10, Township 39 North, Range 14, Rest of the Third Principal Meridian, in Cook County, Illinois, included within Fort Dearborn Addition to Chicago, being the whole of the Southwest fractional quarter of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with all of the land, property and space occupied by those parts of Bell, Caisson, Caisson Cap and Column Lots 1-A, 1-B, 1-C, 2-A, 2-B, 2-C, 3-A, 3-B, 3-C, 4-A, 4-B, 4-C, 5-A, 5-B, 5-C, 6-A, 6-B, 6-C, 7-A, 7-B, 7-C, 8-A, 8-B, 6-C, 9-A, 9-B, 9-C, M-LA and MA-LA, or parts thereof, as said lots are depicted, enumerated and defined on said plat of Harbor Point Unit Number 1 falling within the boundaries projected vertically upward and downward of said lot 1 in Block 2, aforesaid and lying above the upper surface of the land, property and space to be dedicated and conveyed to the City of Chicago for utility purposes, which survey is attached to the Peclaration of Condominium Ownership and of easements, by-laws, covenants and restrictions for the 155 Harbor Drive Condominium Association made by the Chicago Title and Trust Company, as Trustee under Trust Number 58912 recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 22935653 said Declaration having been amended by First Amendment thereto recorded in the Office of the Recorder of Deeds of Cook Gunty, Illinois, as Document Numbers 22935654, and 23018815, together with its undivided percent interest in the said Percel, (except from the said Parcel all of the Property and space comprising all of the units thereof as defined and set forth in said Declaration, as amended as aforesaid, and survey), in Cook County, Illinois. ALSO 4/1/

### Parcel II:

Essements of access for the benefit of Parcel I storedescribed through, over and across Lot 3 in Block 2 of said Harbor Fulot Unit Number 1, established pursuant to Article III of Declaration of Covenants, Conditions and Restrictions and Basements for the Harbor Point Property Owners Association made by the Chicago Title and Trust Tompany, Trustee under Trust Numbers 58912 and 58930, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 22935651, (said Declaration having been amended by First Amendment thereto recorded in the Office of the Recorder of Deads of Continuousty, Illinois, as Document number 22935652), in Cook County, Illinois.

### PARCEL III:

Resements of support for the benefit of Parcel I, aforedescribed as set forth in reservation and grant of reciprocal easements as shown on plat of Barbor Point Unit Number 1, aforesaid, and as supplemented by the provisions of Article III of the Declaration of Covenants, Conditions and Restrictions and Essements for the Harbor Point Property Owners' Association, made by the Chicago Title and Trust Company, as Trustee under Trust Numbers 58912 and 58930, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 22935651 (said Declaration having been amended by the First Amendment thereto recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 22935652), all in Cook County, Illinois.

PROPERTY ADDRESS: 155 Herbor Drive, Unit 1812 Chicago, Illinois 60601

PERMANENT TAX NUMBER: 17-10-401-005-1236

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