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TH is			ent") is given on <u>APRII.</u> D WIFE BETTYE J. MO	RTON.	19 <u>89</u> . The	mortgagor
Опрапу), which is org 600, Dallas, Te	ganized and exis- exas 75201 ("Lend	ent is given to LOMAS MORTG ting under the laws of Conne ler"), Borrower owes Lender IVE AND 77/100	ecticut, and whose addre the principal sum of <u>S</u>	ess is 2001 Br	yan Tower, ND
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	CUMMINGS A OF MIAMI F	AND FOREMAN PARK IN THE EAST OF THE	STERLY 5 FEET THER KEAL ESTATE CORPOR WEST 1/2 OF SECTIO THIRD PRINCIPAL ME 15-07-303-	ATION, RESUBDIVE N 9, TOWNSHIP 39 RIDIAN, INFOCUOK	ISION OF P NORTH, COUNTY.	PART
	as the address	2721 000	TERFIELD RD		16	

TOGETHER WITH all the improvements now or hereafter erected or the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 seized of the estate heraby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, elept for the Prior Mortgage (as hereinafter defined). Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to the Prior Mortgage.

Lender has previously made or acquired a loan evidenced by a promissory note (the "Prior Note") dated NOVEMBER 3 , 19 78 in the stated principal amount of \$ 51,900.00 payable to the order of or endorsed to Lender, and secured by a Mortgage covering the Property (the "Prior Mortgage") dily recorded in MORTGAGE Records of COOK County, Illinois. All amounts owing upger the Prior Note COOK County, Illinois. All amounts owing ungree the Prior Note Records of have not been paid when due and Lender has agreed with Borrower that sums previously due but unpaid thereunder may be refinanced and that the terms of repayment for such praviously due amounts may be rearranged as provided for in the Note. The Note is given in partial renewal, extension and rearrangement, but expressly not in extinguishment or novation of, the indebtedness evidenced by the Prior Note. The proceeds of the Note applied to the repayment to Lender for amounts previously due but unpaid under the Prior Note and Prior Mortgage or used to take up any other outstanding indebtedness secured by a valid outstanding lien against all or any part of the Property have been applied or used at Borrower's request and direction. To the extent that Lender applies the proceeds of the Note or otherwise makes advances or takes other actions which take up or satisfy, in whole or in part, any indebtedness secured by a valid outstanding lien against the Property, subject to the rights of the holder of the Prior Mortgage, Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any such outstanding tiens and debts, regardless of whether such liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment, The Prior Mortgage and the lien and security interest thereof, together with all other rights, titles, interests, agreements and covenants provided for therein, shall continue in full force and effect as security for the payment and performance of all obligations remaining owing or performable under the Prior Note and Prior Mortgage, including the amounts owing thereunder which have not been refinanced with the proceeds of the Note and such Prior Mortgage shall also secure repayment of the refinanced portion of the Prior Note evidenced by the

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Note. The lien and security interest created hereby, however, shall be subject to, subordinate and interior to the Prior Mortgage and all renewals, extensions, modifications, refinancings, increases or rearrangements thereof.

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 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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items," Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items, Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments under the Scior Lien Documents (as hereinafter defined).
- If Borrower pay: 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 the escrow items. 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 cernits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an 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 as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, regether with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess, at Lender's option, shall be either credited by Lender on subsequent payments to be made by Borrower for such items or refunded to Borrower. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender. Such payments shall be made within thirty (30) days after written notice from the holder of the Note stating the amount of the deficiency, which notice may be given by mail.

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

- 3. Application of Payments. Unless applicable law provides other (15), all payments received by Lender under the Prior Note or Note 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, if any, then to interest then payable on the Note, next to scheduled installments of principal then payable on the Note, then to scheduled installments of interest then payable on the Prior Note and then to scheduled installments of principal then payable on the Prior Note; and, if following the foregoing application of payments any amounts remain, such excess shall be applied to the unpaid principal balance of the Note. Notwithstanding the preceding schedule, any proceeds realized from any foreclosure sale of the Property shall be applied first to the payment of any indebtedness owing on the Prior Note and Prior Mortgage and then to any indebtedness owing on the Note and this Mortgage.
- 4. Prior Mortgages; Charges; Liens. Borrower shall perform all of Borrower's obligations under the Prior Note, Prior Mortgage, and any other mortgage or other security agreement with a lien which has priority over this Security Instrument (collectively, the "Prior Lien Documents"), including Borrower's covenants to make payments when due. Borrower shall not enter into any renewal, extension, modification, increase, refinancing or rearrangement of any of the Prior Lien Documents or the indebtedness secured thereby without the prior written consent of Lender. Borrower agrees that any default under any of the Prior Lien Documents shall constitute an event of default hereunder, and that any default hereunder shall constitute an event of default under the Prior Mortgage. Borrower shall send to Lender a copy of each notice of default or notice of acceleration or other notice received by Borrower from the holder of any of the Prior Lien Documents within one (1) business day after receipt thereof by Borrower if such holder is someone other than Lender. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, If any.
- 5. <u>Hazard Insurance</u>. 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 hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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All insurance policies and renewals must be acceptable to Lender and shall include a standard mortgage clause. Lender, subject to the Prior Lien Documents, 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 Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damage, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. <u>Preservation and Paintenance of Property; Leaseholds.</u> Borrower shall not destroy, damage or substantially change the property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Burrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the Pessehold and fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in 'nis Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable afterneys' fees and entering on the Property to mak, repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph is 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.

- If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.
- 8. <u>Inspection</u>. 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.
- 9. <u>Condemnation</u>. 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 consequence in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of the Prior Lieu Documents.
- 10. Borrower Not Released; Forbearance 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 (lability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower's who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear to make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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- J2. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 13. <u>Legislation Affecting Lender's Rights</u>. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies 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 certified mall 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 certified mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. <u>Coverning Law; Severability</u>. 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.
- 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 Cheficial Interest in Borrower 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 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal ruy of of the date of this Security Instrument.
- If Lender exercises this option, Lender shall give Boiccare notice of acceleration. The notice shall provide a period of not less than 30 days from the data the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrover 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 consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any coverent or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by his Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date of the loan, and addition of unpaid interest to principal, and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transfer to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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.

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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). 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 date the notice is given to Borrower, by which the default must be cured; and (d) that tailure to cure the default on or before the date specified in the notice will 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 non-existence 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 of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys! fees and costs of title evidence.

AND IN CASE of FORECLOSURE of this Security Instrument by Lender in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also fur all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such force order; and in case of any other suit, or legal proceeding, wherein the Lender shall be made a party thereto by reason of this Security Instrument, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Lender, so made parties, for services in such suit or proceedings, shall be a further lien and clarge upon the said premises under this Security Instrument, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this Security Instrument.

AND THERE SHALL BE INCLUDED in any decree foreclosing this Security Instrument and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) all the costs of such suit or suits, advertising, sale, and conveyance, including attorneys!, solicitors!, and stenographers! fees, outlays for documentary evidence and cost of said abstrict and examination of title; (2) all the moneys advanced by the Lender, if any, for the purpose authorized in the Sacurity Instrument with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (7), all the said principal money remaining unpaid. The surplus of the proceeds of sale, if any, shall then be said to the person or persons legally entitled to it.

If Borrower shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, thus this conveyance shall be null and void and Lender will, within thirty (30) days after written demand therefor by to rower, execute a release or satisfaction of this Security instrument, and Borrower hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Lenuer.

- 20. Lender in Possession. Upon acceleration under paragraph 19 cm at andonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take pussession of and manage the Property and to collect the rents: the Property including those past due. Any rules collected by Lender or the receiver shall be applied if rst to payment of the costs of management of the Prope sy 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 Security Instrument.
- 21. Release. Upon payment of all sums secured by this Security Instrument, Lendar shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 23. <u>Veterans Administration</u>. Borrower covenants and agrees that should this Security Instrument and the Note be ineligible for guaranty under the Servicemen's Readjustment Act (written statement of an authorized agent of the Veterans Administration declining to guarantee the aforesaid Note or Security Instrument being deemed conclusive proof of such ineligibility), the present or any subsequent holder of any of such notes may at its option, within 30 days after its receipt of notice of ineligibility, declare the Note secured hereby immediately due and payable.

Borrower agrees to do all acts and make all payments required of Borrower and of the owner of the Property to make said note and this Security Instrument eligible for guaranty or insurance under the provisions of Chapter 37, Title 38, United States Code, and agrees not to do, or cause or suffer to be done, any act which will void such guaranty or insurance during the existence of this Security Instrument.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby emended to conform thereto.

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To the extent that any of the provisions of paragraph 2 or paragraphs 4 through provisions of the Prior Mortgage on the same or similar subjects, and

• 24. Inconsistencies. To the extent that any of the provisions of paragraph 2 or paragraphs 4 through 18 hereof are inconsistent with provisions of the Prior Mortgage on the same or similar subjects, and impose different or more onerous obligations on the Borrower, compliance with the Prior Mortgage shall be deemed to constitute compliance with this Mortgage.

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.

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	Milliery	11/10 (Dec)	(Seal) Borrower
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STATE OF ILLINOIS			
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oforesaid, do hereby certify that	THILE A. MORTON	, a notary public, in as	nd for the county and State
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nis wife, personally known to me to b	SETTYE J. MORTON		
subscribed to the foregoing instru	ment, appeared before	me this day in perso	n and acknowledged that
TREER free and volu	THEY signed,	sealed, and delivered	the said instrument as
and waiver of the right of homestead.		nd purposes therein sei ti	orin, including the release
		4h. April	, A.D. 19_89
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My Commission Expires 2/	1/25		<i>V</i>
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