was prepared by: WFORD

(Name) ...CHICAGO ...IL...60.603.....

90448359

### MORTGAGE

010039349

THIS MORTGAGE is made this SYED JAMIL day of SEPTEMBER

On the Morigagor, SYED JAMIL ASHRAF; MARRIED TO NILHUT ASRRAF\*\*

(herein "Borrower"), and the Morigagee, Citicorp Savings of Illinois, a Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States whose address in 15 60603 (herein "Lender"). To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with increst thereon, advanced in accordance herewith to protect the security of this Mortgage; and 

LOT 3 AMOS G. WILLIS RESUBDIVISION OF THAT PART OF LOT 2 IN WILLIAM C. ROSS SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF THEOBALD ROAD ACCORDING TO THE PLAT THEREOF RECORDED COUNTY, ILLINOIS.
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T\$606 THAN 1591 09/13/90 15:11:00
T\$606 THAN 1591 09/13/90 15:11:00 DECEMBER 31, 1954 AS DOCUMENT 16105949, IN COOK

\*\*NILHUT ASHRAF IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS. 16/4's Office

10-21-104-019

90448359

which has the address of ... 8656 FRONTAGE ROAD [Street] 

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which 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 (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands. subject to encumbrances of record.

ILLINOIS - HOME IMPROVEMENT - 1/80 - FRMA/FILMC UNIFORM INSTRUMENT

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\*\*NILHUT ASHRAE IS EXECUTING THIS MORTGAGE SOLELY FOR THE DUBBLE OF WALVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.

10-21-104-019

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RESERVER with all the improvements now or hereafter erected at the propert, and all appearances and considered which shall be decimed to be and remain a part of the projectly considered all of the foregoing, together with said property for the bounded extremit into Mortgage.

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UNIFORM COVENANTS. EDITONE and tend reorgiant and large as (blow).

1. Payment of Principal and interest. Borrower slaud promptly pay

due the principal and interest

indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a 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 Horrower 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 as 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. Pus essments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, instrar ce premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Corrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender sagar out 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 sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph Thereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediate', prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicatie law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be opplied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest 70 able on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charge; Liens. 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 due. 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 now 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 Borrowe 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 o' and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms 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 30 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 the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterior, tion 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 Note rate, 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. Inspection. 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.

9. Condemnation. 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 agreement with a lien which has priority over this Mortgage.

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8. Inspection, Londor range reading to be and was made, access upon and more at the faction of the configurated that London shall give Borrower volume pray to be appeared in personal access to the land for the Property.

9. Condemnator, The proceeds of any award or claim for isonape, direct in convequence if, in a concernment or information for other taking of the Property, or part thereof, or for evaluation for other taking of the Property, or part thereof, or for evaluation for their or confidence from a confidence for the failthe assigned and shall be paid to Londer, subject to the terms of the above deed of trust or other as a confidence over this blockers.

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10. Borrower Not heless d; fo borrower by level list. Walver, intended that time for payment or modification of amortization of the such course but it has citized granted by Lender to any invessor in interest of Borrower shall not operate to release it any numer, the liability of the croinal tortower it d 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 formularly successor. 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 Note, (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 Note 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 Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Surrower's interest in the Property.

12. Notice, Except for any notice required under applicable taw to be given in another manner, (a) any notice to Horrower 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 herein, 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 deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law: 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 event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and it this end the provisions of this Mortgage and the Note 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

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

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

16. Transfer of the Property. If Dorrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or en trabance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Borrower ana'l cause to be submitted information required by Lender to evaluate the transferce as if a new loan were being made to the transferce. Borrower will continue to be obligated under the Note and

this Mortgage unless Lender releases Borrow...), vriting.

If Lender, on the basis of any information ob ained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. I Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraps, 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or deliveted within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of Lucil period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further or ver ant and agree as follows:

17. Acceleration: Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covers its to pay when due any sums secured by this Morigage, Lender prior to acceleration shall give notice to Borrower s. p/ovided in paragraph 12 hereof specifyings (1) the breach; (2) the action required to cure such breach; (3) a date, not less clian 10 days from the date the notice is malled to Borrower, by which such breach must be cured; and (4) that failure to cure fact breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortga e, fereclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to refine after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other definite of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the no. ..., sender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of docum an any evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums scened by this Mortgage due to Borrower's breach, Borrower 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 payer Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) fortower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower [as all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Morroage, 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 callected by the receiver shall be applied first to payment of the costs of 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 account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without

charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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11. Surcessors and Assigns Bound; Joint and Saveral Liability for styrons. The continuous codes a new contained shall bind, and the rights hereunder shall inere to, the regarder over an art Borrower, angles to the provisions of paragraph 16 hereof All coverants of t upo see to the sisteral. Any Bourseer who co-signs this biortyage, but dees not execute the pole. We care a repeat of the c mortgage, grant and convey that Bornovet's interest in the Propertly to be often the electronic tension of a convey the land entry factor and the State of the Converse of the erry agree to extend, modify, forbear, or make any other accommodistions, with secondary that for the transfer Make Nake without that Borrower's consent and without releasing that like or as or modifying the transfer of the error. Becrower's interest in the Property.

12. Nortes, Haven the any notice required under applicable has a be pixed in the first his his and his militare. Borrower provided for in this Mortgage shall be given by definition of the first or the contract of the first or er like til til der eller eller gid concourt processe or a true contragate shall be great by antiferral to the first of the contragated additional to become at the Property Address of at such others it dies as therefore and the contragate to lander what he greatly contract must be readily any notice what he greatly contract must be neither may designate by notice to Horsewer, a positively which is the Anerola Mortgage should be decreased to have been great to Borrower at tender when have a to be contragated by a relief to the contragated for the state and the day of the state of the contragated for the theory is the contragated for the state of the state of the contragated for the contragated for the state of the contragated for the state of the contragated for the contragated for the state of the contragated for the contragated f

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execution or after recordation hereof.
15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Horrower's eldipalage color, a limit of the property of the color improvement, repair, or other loan agreement which Horrower caters into with a repair or other loan agreement which Electory caters into with a recourse Borrower to execute and deliver to Lender, he a force, we equive Borrower to execute and deliver to Lender, he a force, we equive Borrower to borrower may have against parties a borrow put to the color of the color of the colors. Charlestonia with improvements muste to the Property.

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Non-Univorsal Consensation Florenseer and i each mether comment and a reconstitution of the man into a must be appeared to the each trader prior that it is received to the each trader prior the excellent it is received to the each of the each trader prior to excellent the excellent to the each trader prior to excellent to excellent to the each trader in the each trader prior to excellent to excellent to the each trader each trader each the each trader each the each trader each trader each trader each tend to excellent and the arms are consented to the each trader that the each trader each trader. The make that there each trader the each trader. The make the trader. The make that trader that the force of the each trader. sale of the Fropency. The author shah first or latoers thorrower of the excess to the edsential ussert in the largedourg progression. It concentrates of a deport of the end of incloses the ending the formally is not one by the order of a data operated by the deport is not one of the ending the ending the ending the ending the ending of the ending of the ending the ending the ending of the ending the end of the ending the ending the end of the e foreclase this bitorizage by fair c'al proceeding, kender shall be cattlied to called in such peace die, at coforesbours, including, but, of isolied to, rearonable attacusyst tous and costs of documentary. Our arm, diffe reports.

18. Horrowerk and in Beloktate. Norwithstanding Lander's acceptration of the suces so und in the and discountry are in an acumum traverination in a securities of the view when the discount of the view with the discount of the area of the control of the expenses incorrect by bender in enforcing the covenants and agreement to be consistent and the coloreing of an enhancing of duc's remedies as provided in paragraph 17 beneal inches and but at the inclusion the host and 60 Borrower takes such action as barder may reasonably expense to assure contilled a magnetic to the bander's interest in the Property and Borrower's abligation to pay in this second by the Monte of interpolities. Upon such pryment and cure by Bosnover, this block, out the color, who wanted in full force and officer as it no nuceleration had exercised.

19. Assignment of itents; Appointment of Receiver. As additioned security becomes, Non-versinder, the rents of the Property, provided that Borrower shall, messels acrelies from at its second absorbs someon estates Trapporty, have the right to collect and retain a characteristic line bearing t

	💨 Upon accountion under paragraph 17 bereal or abandonment of the Property Leader. Leader 1 and 1
	recition appointed by a court to maker apout, take posteriou er and manage the Pagerre. Als converses the re-
	Engigery including those past dute. All rents anticated by the recover shall be applied instance or every trans-
	transprinced of the Property and collection of rears, both ting, but and handed on received to be greatering a
٠.	bonds and reasonable at . Less' live, and their to the same secured by this Mangage. The reason while we to
	account ands that here rents actually received

20. Religion Alpon payment of all sums secured by this Margace Leader shoth other a stored argue hargern Borrower, Borrower shall pay all coars of recondation. Il any

The Walver of Romanand. Bearsower hereby waives all right of house, a set exception in the Magaca-

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BOX 102

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ta instrument in the foregoing instrument, sa instrument in the foregis.	الله بي المستورة) . بن المنافع المنا	personally known to me to be the same personal appeared before me this day in person, and as	
for said county and state, do hereby certify that		e i ne e e e e e e e e e e e e e e e e e	
County ss:		STATE OF ILLINOIS.	
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rust or other encumbrance with a lien which has is set forth on page one of this Mortgage, of any sure action.	ender, at Lender's addres	priority over this Mortgage to give Notice to L	
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WORTGAGES OR DEEDS OF TRUST

AND FORECLOSURE UNDER SUPERIOR

THE STATE OF TRUST

AND FORESTORE UNDER SUPERIOR

charge to Borrower. Borrower shall pay all costs of recordation, if any. S1. Waiver of Homestead, Borrower hereby waives all right of homestead exemption in the Property.

account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without

REQUEST FOR NOTICE OF DEFAULT

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

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