-110433.C

AND TITLE CO.

#### MORTGAGE

THIS MOR (CAGE ("Security Instrument") is given on DECEMBER 14, 1991 The mortgager is STEVEN W. ANDERSON AND GERALYN M. ANDERSON, HIS WIFE, FORMERLY KNOWN AS GERALYN M. YAGER.

("Borrower"). This Security Instrument is given to NORWOOD FEDERAL SAVINGS BANK, DIVISION OF DEERFIELD FEDERAL SAVINGS , and whose address is which is organized and existing under the laws of the United States of America IL 60015 745 DEERFIELD ROAD, DEERFIELD

("Lender"). Borrower owes Lender the principal sum of

SIXTY-EIGHT THOUSAND AND NO CENTS

Dollars (U.S. \$ 68,000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly phyments, with the full debt, it not paid earlier, due and phymble on JANUARY 1, 2022 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and row fications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK

County, Illinois:

Lot 28 in Block 3 in Westbury Unit 2, being a Resubdivision of parts of Blocks 2, 3, 4, 5, 6, 8 and 13 and 14 and vacated street in Howie in the Hills Unit 1, a Subdivision in Section 1), Township 42 North, Range 10 East of the Third Principal Meridia: In Cook County, Illinois.

02-19-225-028 PTN:

which has the address of

4401 WILDWOOD COURT

Illinois

60195-1317 [Zip Code]

("Property Address");

HOFFMAN ESTATES (City)

11.1.INOIS - Single Family - Fannle Mae/Freddle Mac UNIFORM INSTRUMENT (TEM 1878L1 (9103)

Form 3014 9/90 (page 1 of 6 pages) Great Lakes Business Forms, Inc. To Order Call 1-800-530-9393 [] FAX 816-791-1131

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument, All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assession into which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow age ns." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federalty related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser an order Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of ruture Escrow Items or otherwise in accordance with applicable law.

The Funds shall be field in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Bottower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Leoder pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may recover Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or cornings on the Funds. Borrower and Lender may agree or striting, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accompling of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Jorads are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may no notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 24, Lender shall acquire or sell the Property, Under prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as 1 credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, these and impositions autibutable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property 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 any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or 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 Lande 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 2 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 pao to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless externating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, a'low he Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material involunity and of the lieu created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Boromer, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasthold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the lease held and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or fortilize 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 tien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make 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 7 shall become additional debt of increwer 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.

- 8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
  - 10. Condemnation. The proceeds of any award or claim for damages, direct or 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or see's 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 application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Rabised; 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 liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to continence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sease 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.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements 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 agreemente 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 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 or make any accommodations with regard to the security Instrument or the Note without that Borrower's consent.
- 13. 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 for a 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 B prower 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.
- 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 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 first class mail to Lender's address stated herein or any other address Lender designates by notice to Porrower. 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 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 beneficial 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 law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

(COLS) B 19781 M 311

23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower, Borrower shall pay any recordation costs.

22, Relense, Upon payment of all sums secured by this Security Instrument, Lender 1870 release this Security

costs of title evidence.

pursuing the remedies provided in this paragraph 21, including, but not limited 16, 20, 20, 50 attorneys' tees and in berruent security Instrument by Judicial proceeding. Lender shift be entitled to collect the teachers increased in yam ban bannab voltul in full of all sums secured by this Security Instrument without in further demand and may foreclosure, If the default is not cured on or before the date specified in the holice, Lender at its option may require foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and ed of the state of the transfer of the contraction of the contraction of the reservoir made of the solion it the sums secured by this Security Instrument, foreclosure by Judicial proceeding and sale of the Property. The enred; and (d) that fallure to cure the default on or before the day of ceffed in the notice may result in acceleration ad length (c) a date, not less than 40 days from the date the nower given to Horrow, by anich the default must uniess applicable law provides otherwise). The notice shall specify; (a) the default: (b) the action required to cure the 71 dquagang robun noturoloca or roted for tud) tagmatist lystrass sldt of fromoryga or tagevor yng to dogord  $z_1, \lambda$ eceleration; Remedies, Lender shult give notice  $z_0$  Borrower prior to acceleration following Borrower's

NON-UNIFORM COVENAUTS. Borrower and Lenger further covenant and agree as follows:

located that relate to health, safety or environmental profession. used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is

pesticides and herbicides, volutile solvents, insignals containing asbestos or formaldehyde, and radioactive materials. As Environmental Law and the following substances, gasoline, kerosene, other flammable or toxic petroleum products, toxic

As used in this paragraph 20, "Hazardou's Substances" are those substances defined as toxic or hazardous substances by shall prompily take all necessary remedial actions in accordance with Environmental Law.

authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower taw of which Borrower has request knowledge. If Borrower barins, or is noutled by any governmental or regulatory ROSCHIMORIAL OF TERNIALOTY ARENCY OF PRIVATIVE PRITY INVOITING the Property and any Hazardous Substance of Environmental

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsnit or other action by any

remail residential uses and to maintenance of the Property. storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to Property that is in a fahion of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or Hazardous Salestaces on or in the Property. Borrower shall not do, not allow anyone else to do, anything affecting the

20, Harle dong Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any will also contact any other information required by applicable law:

with state the name and address of the new Loan Servicer and the address to which payments should be made. The notice Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice may be one or more changes of the Loan Servicer unrelated to a sale of the Mote. If there is a change of the Loan Servicer, (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity

19. Sale of Notes Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security 17 Against this right to reinstate shall not apply in the case of acceleration under paragraph 17.

this Security Instrument and the obligations secured hereby shalt ternain fully effective as if no acceleration had occurred. obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, reasonably require to assure that the fien of this Security Instrument, Lender's rights in the Property and Borrower's 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 attempts' fees; and (d) takes such action as Lender may pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

this Security Instrument, the cover supplement the covenants and ag- Instrument. [Check applicable box(	greements of this Security			
Adjustable Rate Rider	[ <del></del> -)	inium Rider	1-4 Family Ri	der
Graduated Payment Rid	ler Planned	Unit Development Rider	Biweekly Pay	ment Rider
Balloon Rider Rate Imp		provement Rider	Second Home	Rider
Other(s) [specify]				
BY SIGNING BELOW, Borro Security Instrument and in any ride			ntained in pages 1 throug	th 6 of this
Vitness: Witness:				
STEVEN W. ANDERSON Social Security Number 333-48	(Scal) Horrower	GERALYN M. ANDER Social Security Number	057-50-6029 Gerg	Tixu Wr Ander
**************************************	(Scal)	Hullyn Y	n yoga	
Social Security Number	T.	Social Security Number		922
STATE OF ILLINOIS,	Çoqk	County ss:		9229.1127
I. Carle M	. Fiorito	a Notary Pub	olic in and for said count	y and state,
do hereby certify that Steven known as Geral	yn M. Yager,	eralyn M. Andorson, ome to be the same persons		•
subscribed to the foregoing instrum	ent, appeared before me ti	nis day in person, and acknow	vicaged that they	signed
and delivered the said instrument as	s their	free and voluntary act, for	or the uses and purposes	therein set
forth.			C	
Given under my hand and off	icial seal, this 14 th	day of Doce	mbor, 1991.	
MY CHIMMAN TO COLOR TO 14-0  CARIE M. FIORITO 14-0  NOTARY PUBLIC. STATE OF ILLINOIS  MY COMMISSION PROPERTY OF 13193	93	might de	with the same	Notary Public
rhis instrument was prepared by	Barbara Wallace			
AAIL TO (Naine)	Norwood Federal Savings Bank Division of Deerfield Federal Savings 5813 North Milwaukee Ayenue			
(Address)	Chicago, Illinois 60646			

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