RESIDENTIAL CONSTRUCTION MORTGAGE

This Residential Construction Mortgage is made this 14th day of May, 1993, between the Mortgagor, Todd J. Wetherilt and Jean A. Wetherilt, his wife, husband and wife, as joint tenants (herein "Borrower"), and the Mortgagee, Harris Trust and Savings Bank, an Illinois banking corporation whose address is 111 West Monroe Street, Chicago, Illinois 60690 (herein "Lender").

WHEREAS, Borrower and Lender have entered into a Residential Construction Loan Agreement (such agreement as the same may from time to time be amended, modified, supplemented or renewed is herein referred to as the "Loan Agreement") dated May 14, 1993, pursuant to which Borrower may from time to time borrow from Lender sums for the construction of a house on the hereinafter described property which shall not in the agreegate outstanding principal balance exceed \$79,500.00.

Whereas, Borrower has executed and delivered to Lender a Promissory Note ("Note") of even date herewith evidencing amounts outstanding under the Loan Agreement and providing for the payment of interest prior to maturity (whether by acceleration or olderwise) at a variable rate of interest determined by adding 1.000% to the highest Prime Rese published in the Money Rate section of The Wall Street Journal ("Prime Rate") and payable after maturity (whether by acceleration or otherwise) at the rate per annum determined by adding 6.000% to the Prime Rate from time to time in effect. All interest is compared on the basis of a year of 365 days and actual days elapsed.

WHEREAS, all principal, interest and any other amounts due under the Note and Loan Agreement are due and payable on September 30, 1993.

TO SECURE to Lender the Len syment of the indebtedness evidenced by the Note, with interest thereon and repayment of all obligations incurred pursuant to the Loan Agreement, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and performance of the covenants and agreements of Borrower contained herein and in the Loan Agreement, Borrower does hereby mortging, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

LOT 49 IN BLOCK 37 IN CHARLES J. FORD'S SUMDIVISION OF BLOCKS 27, 28, 37 AND 38 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERILIAN (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 THE SOUTH CAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTH EAST 1/4 THEREOF) IN COOK COUNTY, ILLINOIS.

which has the address of 1907 W. Newport Avenue, Chicago, Illinois 50657 (herein "Property Address") and Property Index Number of 14-19-410-020;

TOGETHER, with all the improvements now or hereafter erected on the property, all materials intended for construction, reconstruction, alteration and repairs c. the improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within such improvements immediately upon delivery thereof to said real estate and all easements, rights, appurtenances, royalties, mineral, oil, and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

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

This instrument Prepared by: Nancy Schneider for John Mulholland, Harris Trust and Savings Bank, 111 West Monroe Street, Chicago, Illinois 60603

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COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of said interest on the indebtedness evidenced by the Note, together with any fees and charges as provided in the Loan Agreements.
- 2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Loan Agreement and Paragraph 1 hereof shall be applied by Lender first in payment of any disbursements made by Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Note and Loan Agreement, then to the principal amounts outstanding under the Note.
- 3. Charges; Liens. 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. Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien of forfeiture of the Property or any part thereof and shall deposit with the Lender such collateral socurity as Lender may request.
- 4. Hazard insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured as provided in the Loan Agreement.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible at disconting a security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respected to Lender within 30 days from 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 or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone in due date of any payments due under the Loan Agreement, or change the amount of such payment. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

- 5. 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 deterioration of the Property and chall comply with provisions of any lease if this Mortgage is on leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform alt 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. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were part hereof.
- 6. 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, including, but not limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

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Any amounts disbursed by Lender pursuant to this Paragraph 6, with interest thereon, 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, and shall bear interest from date of disbursement at the rate payable from time to time on outstanding principal under the Note. Nothing contained in this Paragraph 6 shall require Lender to incur any expense or take any action hereunder.

- 7. 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 inspection specifying reasonable cause therefor related to Lender's interest in Property.
- 8. 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. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.
- Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the property or to the sums secured by this Mortgage.

Unless Lender and Porrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Loan Agreement or change the amount of such payment.

- 9. Borrower Not Release I. Extension of the time for payment or modification of any other term of the Note, Loan A greement or 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 agains, such successor or refuse to extend time for payment or otherwise modify any term of the Note, Loan Agreement or this Mortgage by reason of any demand made by the original Reprower and Borrower's successors in interest.
- 10. Forbearance by Lender Not a Waiver Any forbearance by Lender in exercising any right or remedy under the Loan Agreement or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or prestude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be awaiver of Lender's right to acreserate the maturity of the indebtedness secured by this Mortgage.
- 11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or a forded by law or equity, and may be exercised concurrently, independently or successively.
- 12. Successors and Assigns Bound; Joint and Several Liability; Capaions. 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. The captions and headings of the paragraphs of the mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 13. 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 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, return receipt requested 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.

- 14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of the Mortgage, Note or the Loan Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage, the Note or the Loan Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage, Note and the Loan Agreement are declared to be severable.
- 15. Borrower's Copy. Borrower shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation hereof.
- 16. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold, transferred or conveyed by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.
- agreement of Borrower in this Mortgage, the Note or the Loan Agreement, including the covenants of pay when due any sums secured by this Mortgage or upon the occurrence of an event or default under the Loan Agreement, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and/or may terminate the availability of loans under the Loan Agreement 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 accumentary evidence, abstracts and title reports.
- 18. Assignment of Fent; Appointment of Receiver; Lender in Possession. As additional security hereunder, Rorrower hereby assigns to Lender the rents of the Property, provided that Borrower coall, 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, 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 possession of and manage the Property and to collect the rents of the property including those past due. All rents collected by Lender or 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. Lender and the receiver shall be liable to account for those rents actually received.

- 19. Release. Upon payment of all sums secured by this Mortgage and termination of the Loan Agreement, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
- 20. Waiver of Homestead. Borrower hereby waives all rights of nomestead exemption in the Property.
- 21. Waiver of Right of Redemption. To the extent permitted by applicable law, Borrower waives any and all rights of redemption from sale under any order or decree of foreclosure on behalf of Borrower and each and every person acquiring any interestin, or title to the Property subsequent to the date of this Mortgage and on behalf of all other persons to the extent permitted by applicable law.
- 22. Mortgage Constitutes Construction Mortgage. This Mortgage secures an obligation for the construction of improvements on the Property, constitutes a construction mortgage for purpose of Article Nine of the Uniform Commercial Code of Illinois and is entitled to all benefits afforded construction mortgages thereunder.
- 23. Compliance with Residential Construction Loan Agreement. Borrower will abide by and comply with and be governed and restricted by all of the terms, covenants, provisions, restrictions and agreements contained in the Loan Agreement, and in each and every supplement thereto or amendment thereof which may at any time or from time to time be executed and delivered by the parties thereto or their successors and assigns.

24. Provisions of Residential Construction Agreement. The proceeds of the Note are to be disbursed by the Lender in accordance with the terms contained in the Loan Agreement, the provisions of which are incorporated herein by reference to the same extent as if fully set forth herein. Borrower covenants that any and all monetary disbursements made in accord with the Loan Agreement shall constitute adequate consideration to Borrower for the enforceability of this Mortgage and the Note, and that all advances and indebtedness arising and accruing under the Loan Agreement from time to time, whether or not the total amount thereof may exceed the face amount of the Note, shall be secured by this Mortgage. Upon default in any of the terms, provisions or covenants in the Loan Agreement contained, which default is not cured within the time permitted by this Loan Agreement, the Lender may (but need not): (i) declare the entire principal indebtedness and interest thereon due and payable and pursue all other remedies by this Mortgage conferred upon Lender or conferred upon Lender by law as in the case of default; or (ii) complete the construction of said improvements and enter into the necessary contracts therefor. All monies so expended shall be so much additional indebtedness secured by this Mortgage, and any monies expended in excess of the Note, shall be payable on demand with interest at the post maturity rate applicable under the Note. Lender may exercise either or both of the aforesaid remedies. The provisions, rights, covers and remedies contained in the Loan Agreement are in addition to, and not in substitution for, those contained herein.

> WITNESS WHEREOF, Borrower has executed this Mortgage. 20x

SOOK COUNTY, ILLINOIS

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County Clark's Office

STATE OF ILLINOIS			
COUNTY OF LANT?	SS		
instrument, appeared before signed and delivered the said purposes therein set forth.	person(s) whose ne this day in per d instrument as	son and acknowled free and volun	lary act, for uses and
Given under r	my hand and nopari	ial scal this 24	day of May, 19 43:
(SEAL)	Motary Public	Mathy	
My Commission arpires:		V	
J.			
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ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 14th day of May, 1993 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to HARRIS TRUST AND SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 1907 W. Newport Avenue, Chicago, Illinois 60657.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND MONTHLY PAYMENT THE NOTE LIMITS THE MAXIMUM RATE THE BORROWER MUST PAY.

Additional Covenants. In addition to the covenants and agreements made in the Security Instiguent, Borrower and Lender further covenant and agree as follows:

INTERES) RATE CHANGES

The Note provides for an initial rate of 7.000%. The Note provides for changes in the interest rate, as follows:

(a) Change Dates

The interest rate i will pay may change concurrently with and in an amount equal to each increase or decrease in the Index. Each date on which my interest rate could change is called a "Change Date".

(b) The Index

Beginning with the first C'amge Date, my interest rate will be based on an Index. The "Index" is the highest prime rate published daily in the Money Rate Section of The Wall Stre't Journal on the first business day of the month. The most recent Index figure available as of the Change Date is called the "Current Index". If the Index is no longer available, the Note Holder will choose a new index which is based upor comparable information. The Note Holder will give me notice of this choice.

(c) Calculation of Changes

On each Change Date, the Note Holder will calculate my new interest by adding one percentage points (1.000%) to Current Index.

(d) Limits on Interest Rate Changes

My interest rate will never be greater than 25.000%.

(e) Effective Date of Changes

My new interest rate will become effective on each Change Date

(f) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

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If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security. If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the lents any funds expended by Lender for such purposes shall become indebtedness of Borrower to

Lender secured by the Security Instrument pursuent to Uniform Covenant 7.

Borrower represent) and warrants that Borrower has not executed any prior assignment of the Rents and has not

and will not perform any act that would prevent Lender from exercising its rights under this paragraph,

Leader, or Lender's 2 to m or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property or form or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums we will be Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION, don ower's default or breach under my note or agreement in which Londer has an interest shall be a breach under the Sormity Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agr ies to the terms and provisions contained in this 1-4 Family Rider.

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Lender's sgent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional accurity the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to puragraph 21 of the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Ments") of the Property, H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION, Sonower

AND State (a) 5 ballar)

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise ages in writing, the first sentence Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and reements set forth in Uniform Covenant 6 shall remain in effect. G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall sasign to Lender all better of the Property deliberation with leases of the Property. Upon the assignment, Ledels, shall have the dall security deposits made in connection with leases of the Property. Upon the assignment, Ledels, shall have the day to modify, extend or terminate the existing leases and to execuse new leases, in Lender's sole discretor. As used this paragraph G, the word "lease" shall mean "sublesse" if the Security Instrument is on a leasefuld.
E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Coverant 18 is deleted.
D. RENT LOSS INSURANCE. Borrower shall maintain insurance agai as rent loss in addition to the other bazards r which insurance is required by Uniform Covenant 5.
C. SUBORDINATE LIEMS. Except as permitted by feder! isw. Borrower shall not allow any lien inferior to be perfected against the Property without seeder's prior written permission.
B. USE OF PROPERTY; COMPLIANCE WITH I.A.W. Borrower shall not seek, agree to or make a change. Borrower also of the Property or its zoning classification, unlear test any governmental body applicable to the Property. all comply with all laws, ordinances, regulations and requirements for any governmental body applicable to the Property.
1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower at Lender further, covenant and agree as follows: A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property exerciped in the Security instrument, the following items are added to the Property description, and shall also constitute Property covered by the Security Instrument, the following items are added to the Property description, and shall also constitute Property covered by the Security Instrument, the following items are added to the Property description, and stall also constitute property covered by the Security Instrument is part of the purpose. Of supplying or distributing heating, cooling, electricity, gas, water, air and light, and consider the purpose of supplying or distributing heating, cooling, electricity, gas, water heaters, nor motivation and extinguishing app trans; security and access counted appearant, plumbing, bath tube, water breaters, or those for the purpose of supplying or distributing heating, disposals, washers, plumbing, bath tube, water breaters, or the property described to the Terperty, and curtain rods, attached mirrors, cabinets, panelling and attached floor or decreas, blinds, shades, curtain rods, attached mirrors, cabinets, panelling and attached floor decreased to be and remain a part of the Property covered by the Security Instrument, All of the foregoing together statement and additions thereto, shall be Property described in the Security Instrument is on a lesschold). Et referred to in this 1-4 Family Richer and the Security Instrument as the "Property."
[sembh ynapri]
907 West Newport, Chicago, Illinois 60657
THIS 1-4 FAMILY RIDER is made this \$\frac{14\tilde{1}\til

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