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AFTER RECORDING PLRASE MAIL TO:



ON MORTGAGE CORPORATION 5700 FALLBROOK AVE., STE. 293 WEST HILLS, CA 91307

93522315

LOAN NO. 1743715

"" [Space Above This Line For Recording Data]

MORTGAGE

0.00 1.10.1 1,466

THIS MORTOAGE ("Security Instrument") is given on

JULY 02. 1993

. The mortgager is

THOMAS SHERHAN AND DIANA MYATT SHEEKAN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to

ON MORTGAGE CORPORATION A WISCONSIN CORPORATION

which is organized and existing under the laws of THE STATE OF MISCONSIN address is 6700 PALLBROOK AVE., STE. 293, WEST HILLS, CA 91307 . and whose

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

ONE HUNDRED SIXTY SIX THOUSAND AND 00/100

Doller (U.S. \$ 166000,00

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly to payments, with the full debt, if not paid earlier, due and payable on AUGUST 01, 2033 Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 2 to protect the security of G this Socurity Instrument; and (c) the performance of Horrower's covenants and agreements under this Socurity Instrument and the 🥳 Note, For this purpose, Borrower dues hereby mortgage, grant and convey to Lander the following described property located in [COOK

LOTS 1 AND 2 IN BLOCK 5 IN BAURER'S ADDITION, BRING A SUBDIVISION OF LOT CAN NORTHEAST PRACTIONAL 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, MAST OF THE THIRD PRINCIPAL MERIDIAN, AND LOT 2 IN COUNTY CLERK'S DIVISION OF THE RAST PRACTIONAL 1/2 OF THE SOUTHEAST PRACTION 1/2 OF THE SOUTHEAST PRACTIONAL 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, MAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #05-33-412-023

which has the address of 2750 HURD

Illinois

60201

('Property Address');

(240 Cinto)

ILLINOIS - Single Family - Family Mac/Freddie Mac UNIFORM INSTRUMENT

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evaneton Street, City.

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TEXHETHER 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 select 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. Horrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and fate charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lander, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Fands") for: (a) yearly taxes and assessments 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 5, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require to therrower's escrew account under the federal Real Listate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Punda sets a lessor amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the leaser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

if the Funds held by Londer exceed the amounts permitted to be held by applicable law, Londer shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Londer at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Londer 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 hold by Londer. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Londer at the time of acquisition or sale as a credit against the cums secured by this Security Instrument.

- Application of Payments. Unless applicable law provides otherwise, all payments received by Lander under paragraphs I 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, fines and impositions attributable 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 avidencing 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 accordable to Londor; (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 Londer 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, Lander may give Borrower a notice identifying the lien. Borrower shall satisfy the lies or take one or more of the actions set forth above within 10 days of the giving of notice.

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5. Hazard or Property Insurance. Horrower shall keep the improvements now existing or herpatter 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 Lander 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 Lander'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 Londor and shall include a standard mortgage clause. Londor shall have the right to hold the policies and renewals. If Londor requires, Borrower shall promptly give to Londor all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Londor. Londor may make proof of loss if not made promptly by Borrower.

Unless Landor 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 Londor's security is not becomed. If the restoration or repair is not economically feasible or Londor's security would be leasoned, the haurance 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 shandons the Property, or does not inswer within 30 days a notice from Londor that the insurance certier has offered to settle a claim, then Londor 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 Lander and Reports of 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 21 the Property is acquired by Lerner, 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Horrower 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 Londor otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrows is control. Borrower shall not destroy, damage or impair the Property, allow the 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 London's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Institutions or Lander's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the entire or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Bor ower shall also be in default if Borrower, during the joan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lander 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 Sect. it Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Londor agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coven its 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 forfeiture or to enforce laws or regulations), ther. Conder 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, reging 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 Londer under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Londer 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 Londer to Borrower requesting payment.

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 insurer 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

Form Sale, 996 beats

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payments may no longer be required, at the option of Lander, if mortgage insurance coverage (in the amount and for the period that Londer requires) provided by an insurer approved by Londer again becomes available and is obtained. Horrower 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. Landor or its agent may make reasonable entries upon and inspections of the Property. Lander shall give Horrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

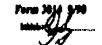
The proceeds of any award or claim for damages, direct or consequential, in connection with any 10. Condemnation. condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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 Lander 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 convoliately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be pakl to florrower. 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 Horrower and Lender othe wire agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security increment whether or not the sums are then due.

If the Property is abandoned by Sorrower, or if, after notice by Lender to Borrower that the condension offers to make an award or cettle 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 than due.

Unloss Lender and Borrower otherwise agric in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in rangeraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Legist Not a Walver. Lixturation of the time for payment or modification of amortization of the sums secured by this Security linerational granted by Landor to any successor in interest of Borrower shall not operate to release the liability of the original Borrowel or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or reflixe to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by resson of any decised made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or renerly 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 Lende, and Borrower, subject to the provisions of peragraph 17. Borrower's covenants and agreements 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 morigage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is new personally obligated to pay the sums secured by this Security fustrament; and (c) agrees that Lender and any other Horrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this 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 foan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in correction with the loan exceed the permitted limits, then: (a) any such loan charge shall be radiced 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 returned to Borrower. Londer 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 Lander 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. 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.



LOAN NO. 17437151006R6

16. Horrower's Copy. Horrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transferred for if a beneficial interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Londor's prior written consent, Londor 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 Londor if exercise is prohibited by federal law as of the date of this Security Instrument.

If Londor exercises this option, Londor 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 falls to pay these sums prior to the expiration of this period, Londor 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 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 as if no acceleration had occurred; (b) curse any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable atterneys' 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 Horrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations ascured hereby shall remain full, effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Horrower. A sale may result in a change in the suity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer professed to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the subtress to which payments should be made. The notice will also contain any other

information required by applicable law.

10. Hazardous Substances. Borrower shill not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrowe shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The proceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances the are generally recognized to be appropriate to normal residential uses and to melutenance of the Property.

Borrower shall premptly give Lander written notice of my investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazandous Substance or finvironmental Law of which Borrower has actual knowledge. If Borrower learns, or textified by any governmental or regulatory authority, that any removal or other remediation of any Hazandous Substance affecting the Property is necessary, Borrower shall promptly take all

necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those autolonees defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic percleum products, toxic periodics, volatile solvents, materials containing asbestos or formaldeligde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required is 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 failure to cure the default on or before the date specified in the notice may 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, Borrower shall pay any recordation costs.

33. Walver of Homestead. Horsower walvas all right of homestead exemption in the Property.

National Services





UNOFFICIAL COPY LOAM NO. 1743718

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	mprovement Rider	Second Home Rider
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	(,	
BY SIGNING BELOW, Borrower accepts and agrees	to the terms and covenants co	ntained in this Security Instrument and in
any rider(s) executed by Borrower and recorded with it. Witnesses:	De	0 111
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THOMAS SHEEKAH .Bor	luwar	-Bornwer (
STATE OF ILLINOIS,	Cook County	
SIMIL OF ILLIAMS,	Coor County	
thomas Sheehan & Diana	, a Notary Public in and for a	aid county and state do hereby certify that 🛴
Thomas Diana	Myntt Sharhan	, his wife
INOMER "PHEROUGH &	, personally known to me	to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before me	this day in person, and ackno	wledged that he y
signed and delivered the said instrument as The If fre		
Given under my hand and official real, this	day of	1993
My Commission Expires: 10 - 9 -9 -3	بيايا أمام وسيا	in Lich
10 (7)	NOW PROTECTION	L SEAL " }
This Instrument was prepared by:	PATRICIA Samura de A	A L RUCH :
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