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RECORD AND RETURN TO:	cer 17

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WESTWIND NORTGAGE BANCORP, INC. 5100 NORTH HARLEM AVENUE HARWOOD HRIGHTS, ILLINOLS 60656

--- (Space Above This Line For Recording Data)

MORTGAGE

0174110

SEPTEMBER 115, 1993 THIS MORTGAGE ("Society Instrument") is given on

. The mortgagor i

TIMOTHY J! NICHOLSON AND ANGELA M. DEFRANK, WIS WIFE

("Burrower"). This Security Instrument is given to WESTWIND MORTCAGE BANCORP, INC

which is organized and existing under the laws of THE STATE OF LIGHTNOIS

, and whose

address is 5100 NORTH HARLEM AVENUE

HARWOUD HEIGHTS, ILLINOIS

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

ONE HUNDRED NINETY FOUR THOUSAND FOUR HUNDRED

AND 00/10p

SKIN ST

194,400.00) Deliars (U.S. \$

This debt is evidenced by Borrower's note dated the same dute as this Sectific instrument ("Note"), which provides for OCTOBER monthly payments, with the full debt, it not paid earlier, due and payable on 1, 2023

This Security Interiment secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals. extensions and modifications of the Note; (h) the payment of all other sums, with interest, advanced under paragraph / to protect the security of this Security Instrument, and (c) the performance of Borrower's coverants 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

LOT 7 IN KELDER'S RESUBDIVISION OF LOTS 7 TO 17, BOTH INCLUSIVE AND THE SOUTH 1/2 OF LOT 18 IN BLOCK 70 OF NORWOOD PARK, BEING A SUBDIVISION OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT 30 ACRES OFF EAST END OF THE WORTH 1/2 OF THE NORTHEAST 1/4 THEREOF, ALSO PART OF SECTION 31 TOWNSHIP 41 NORTH, RANGE 13 AND PART OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-06 209-024 0000 VOLUME 323

which has the address of 6710 RAVEN, CHICAGO 69631 Hinois ("Property Address"), Zie Cedu

Street, City ,

DF# 1088

ILLINOIS-Single Femily Formie Manifreddle Mac UNIFORM INSTRUMENT

VMP MORTCACE FRAMS 1213/283-9100 - 1600/621-221

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5. Hazard or Property Insurance, horrower shall keep the improvements now existing or hereafter created on the Property insured against loss by fire, hazards included within the term "extended coverage" and my other hazards, including floods or flooding, for which hunder requires insurance. This insurance shall be maintained in the amounts and for the periodic 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 reccipts of paid premiums and renowal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lander Lander may make proof of loss if not made promptly by Borrower.

Unless Lerider and Horrower 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 Frozenty, or does no believe within 30 days a notice from Lender that the insurance currier 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 Indicament, whether or not then due. The 30-day period will begin when the notice is given

Unless Lepder and perfection otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the exceptly payments returned to in paragraphs 1 and 2 or change the amount of the payments. If under paragraphi 21 the Property is acquired by Lender. Borrower's right to any insurance policies and proceeds resulting from duringe to the Property prior to the disjuisation shall plan 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 Propertyl Borrower's Loan Application; Leaseholds. Burrower shall occupy, establish, and use the I roperty 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 Lander otherwise agrees in writing, which consentishall not be unreasonably withheld, or unless extensioning circlimstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allowithe Property to deteriorate, or commit was a on the Property. Borrower shall be in detailed any forfeiture action or proceeding, whether civil or criminal, is begun that in bender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the iton created by this Security Instrument or London's security interest. Burrower mass cure such a detaillt and reinstate, as provided in paragraph 15, by vaccing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Porrower's interest in the Property of other material impairment of the lien created by this Security Instrument of Lender's security interest. Borrower shall also be in default if horrower, during the loan application process, gave materially false or maccure clin ormation 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 immediate to representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on leasehold. Borrower shall comply with all the provisions of the lease. If Borrower a guines fee title to the Property, the leasehold and the fee title shall not merge unless Londor agrees to the merger in whing.

7. Protection of Lender's Rights in the Property. It Borrower fails to perform the coverants 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 P proceeding in pankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations). Use Lender may do and pay for whatever is accessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may 🚨 millide paying lany stims secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' tees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7. Lander does not have to do as.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall hear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

R. 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 offect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alterdate mortgage insurer approved by Lender. If substantially equivalent mortgage mattance 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. Leader will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

DPS 1081

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17. Transfer of the Property or a Beneficial Interest in Borrower, it all or any part of the Property or any interest in it 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 Lander 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 Borrows.

18. Borrower's Right to Remstate. If Borrower meets cortain 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 for such other period applicable law may specify for remstatement) 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) cures any default in any other covenants or agreements. (c) pays all expenses incurred in enforcing this Security Instrument, including, but not hunted to, reasonable attorneys' toes, and (d) takes such action as I ender may reasonably require to assure that the tien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shell continue unchanged. Upon rematatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as it 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 John 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 Borrower. A sale may result in a change in the entity (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 unrelated 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 address of which payments should be made. The notice will also contain any other

intermation required by applicable law

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

Horrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and ray Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Boirower learns, or is potified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous 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 substances defined as toxic or hazardous substances by Euvironmental Lieu and the following substances: gasoline, kerosone, other furnished in toxic petroleum products, toxic petroleum products, materials containing asbestos or formaldehyde, and muloactive 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, sofety or environmental protection.

NON-UNIFORM COVENANTS. Burrower and I ander further covenant and agree as follows.

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Edrrower'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 to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that 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
 - 23. Waiver of Hamestead. Borrower waives all right of homestead exemption in the Property

PPS 108 Form 3014 8/30

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TOGF ITHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and parties 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 highery conveyed and has the right to inorthage grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Burrower warrants and will defend generally the title to the Property against all claims and demands, subject to any endiminations 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

UNIPORMI COVENANTS. Borrower and Lander covenant and agree as foliows:

- 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 propayment 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 taxeand assessments which may attain priority over this Security Instrument as a lieu ob the Property; (b) yearly leasehold payment or pround rents up the Property at any (c) yearly hazard or property insurance prefiniting (d) yearly flood insurance premiums it any; (a) yearly murgege 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 "his row items Lender may, at providing sociest and hold Funds in an amount not to exceed the maximum amount a lender for a federalis related morngage loan may require for Horrower's escrow account under the todayal Real Estate Settlemant Procedure. Act of 1974 as amended from time to sine, 12 U.S.C. Section, 2601 et seq. ("RESPA") unless another law that applies to the Funds sols a lesser amount. It so, Londer was at any time, collect and hold Funds in an amount not to exceed the lesser amount Lander may estimate the amount of Fural die, on the basis of current data and trasonable estimate, of expenditures of future Escrow items oriotherwise in accordance with applicable jaw.

The 1 and shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity tincluding Lender, if Lender is such an institution of in any Federal Home Loan Bank. Lender shall apply the bunds to pay the Exercise Items. Lander may not charge Borrower for holding and applying the Funds, annually analyzing the excross account, or verifying the Estrow Items, unless I order pays Borrow, interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a cue-cune charge for an independent real estate tax reporting service used by Lendor; in connection with this loan, unless applicable law provides biherwise. Unless an agreement is made or applicable law riquires interest to be paid. Lender shall not be founded to pay Boltower any interest or carnings on the Funds betrower and Leader may agree in writing, however, that interest shall be puid in 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 society for all sams society by this Society Instrument.

If the Funds held by Lender exceed the animums permitted to be held by apply able law, Lender shall account to Borrower for the excess Fands in accordance with the requirements of applicable law. If the mount of the Funds held by Lander at any time is not sufficient to pay the Exerow Jums when due, Lender may so notify Borrover in writing, and, in such case Borrower shall puy to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lemier's sole discretion

Upon payment in full of all sums secured by this Security Instrument, Lender shall examptly refound to Burrower any Funds held by Lender. It, under paragraph 21. Lender shall acquire or sell the Property. Lender, prior to the acquisition or sale of the Property, hindi apply any Funds held by Lender at the time of acquisition dr sale as a credit against the sums secured by this Security Instrument

- 3. Application of Payments. Univer applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: first, to any prepayment charges due under the Note, second, to amounts physible under paragraph 2 third, to interestidue; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxos, assessments, charges, fined and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, it 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 It horrower makes these payments directly. Burrower shall promptly turnish to Leader receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Society 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 fien by, or defends against enforcement of the lieu 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 sensenctory 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

payments may no longer be required. It the logical of Lance. It is my the monutance covering (in the amount and for the period that Lander requires) provided by an insurer approval by Londer again becomes available and in obtained. Horrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a lifes reserved until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lander or applicable law.

9. Inspection. Lender of its agent may make reasonable auties upon and mapeetions 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 sward or claim for damages, direct or consequential, in communion with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby insigned and shall be paid to Lander.

In the event of a total taking of the Property, the processls 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 marker value of the Property immediately before the taking is equal to or greater than the amount of the source secured by this Security Instrument immediately before the taking, unless Borrower and Lendai otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fragion: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair marker 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 lair marker 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 it, after notice by Lender to Harrower that the condemnor offers to make an award or settle a claim for damages. Borrower tails to respond to Lender within 30 days after the date the notice to piven, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property of to the some secured by this Security Instrument, whather or not then due.

Unless Lender and Horrower 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 Released: Forbenfance by Lender Not a Waiver. Extension of the time for payment of modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest. Lender shall not be required to commence proceedings against any successor in interest or about to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbestance by Lender in exercising any right or remedy shall not be a waiver of or preclinite the exercise of any right or remedy.

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Horrower 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 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 low which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with ible loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount no casary to reduce the charges to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted horizon will be refunded to Borrower. Lender may chaose to make this refund by reducing the principal owed under the Note of by making a direct payment to Borrower. It is refund reduces principal, the reduction will be treated as a partial prepryment 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 mining 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 Lander. Any notice to Lander shall be given by first class mail to Lender's address stated herein or any other address Lunder 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 localed. 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

DPG 1092 Form 301# 8/90

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Page 6 34

DPS 1094

24. Riders to this Security Instrument. If one or more riders are excepted by Borrower and recorded together with this Society Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rideris; were a part of this Security instrument. (Check applicable boxles)) Condominium Rider Adjustable Rate Rider 1-4 Family Ridur Planned Unit Development Rider Graduated Payment Hider Ballion Rider . J. V.A. Rider . Other(s) (specify) BY SIGNING 4FLOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(a) executed by Morrower and recorded with it (Seel) Witness Morrowut Burrower Witness الدوكار Gurrower (Seal) Borrowe STATE OF ILLINOIS County ss: county and state do hereby certify that TIMOTHY C. NICHOLSON AND ANGELA M. DEFRANK, HIS WIFE personally known to me to be the same personial whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THETR free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this / Chroay of My Commission Expires Public. State of III

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