This instrument prepared by:

Joseph R. Liptak St. Paul Federal Bank 6201 W. Cermak Rd. Berwyn, IL 60402

95226155

DEPT-01 RECORDING \$31,50 T+0014 TRAN 5142 04/04/95 15:17:00 +0222 + 14 \*-95-22615: COOK COUNTY RECURDER -226 155

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03/29/95 DATE: LOAN NO. 21011383941

#### MORTGAGE TO SECURE A REVOLVING LINE OF CREDIT

NOTICE: THIS MORTGAGE MAY SECURE BORROWINGS MADE SUBSEQUENT TO A TRANSFER OF THE PROPERTY.

THIS MORTGAGE TO SECURE ( PEVOLVING LINE OF CREDIT LOAN (herein "Mortgage") is made by and a LIFRED J ANDERSON (Divo ced not remarried) AND MARIHA M. ANDERSON, and (strike if title is not held in an Illinois Land Trust)[ ---(the "Trustee"), not personally but as Trustee under a Trust Agreement dated and known as Trust No. (herein each of ALFRED J ANDERSON and the Trustee, if any, are individually and collectivaly and jointly and severally referred to as "Borrower") and ST.PAUL FEDERAL BANK FOR SAVINGS, whose address is 6700 W. North Avenue, Chicago, Illinois 60635 (herein "Lender").

inconsideration of the indebtedness herein recited, Borrower, excepting any Trustee which is a constituent party in Borrower, hereby grants, bargains, sells, conveys, warrants and mortgages, and the Trustee, if any, hereby conveys, mortgages and quit claims, unto Lender and Landar's successors and assigns the following described property located in the VILLAGE of BLUE ISLIND C/O/7/5 O/F/CO State of Illinois: County of COOK

LOT 7 IN THE SUBDIVISION OF BLOCK 9 (EXCEPT THE WEST 50 FEET OF THE SOUTH 122.3 FEET THEREOF) IN YOUNG'S ADDITION TO BLUE ISLAND, SAID ADDITION BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

P.I.N. #24-26-209-022

which has the address of (herein "Property Address");

2416 WALNUT ST BLUE ISLAND, IL 60406

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, after-acquired title or reversion in and to the beds of ways, streets, evenues and alleys adjoining the Property, and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water rights and water stock, insurance and condemnation proceeds, 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 the leasehold estate if this mortgage is on a leasehold) are herein after referred to as the "Property"; as to any property which does not constitute a fixture (as such term is defined in the Uniform Commercial Code) this Mortgage is hereby deemed to be, as well, a Security Agragment under the UCC for the purpose of creating a security interest in such property, which Bottower hereby grants to Lender as Secured Party (as such term is defined in UCC);

(page ! of 6 pages)

To Secure to Lender on condition of the repayment of the REVOLVING LINE OF CREDIT indebtedness evidenced by Borrower's Variable Interest Rate Promissory Note ("Note") of even date herewith, in the principal sum of U.S. \$ 20000.00 (the "Maximum Credit"), or so much thereof as may be advanced and outstanding, with interest thereon, providing for monthly installments of principal and interest, with the principal balance of indebtedness, if not sooner paid or required to be paid, due and payable on 04/01/05; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this mortgage; and the performance of the covenants and agreements of borrower contained herein and in the Note, provided that the maximum amount secured hereby shall be as set forth in paragraph 20 below.

Notwithstanding anything to the contrary herein, the Property shall include all of borrower's right, title and

interest in and to the real property described above, whether such right, title, and interest is acquired before or after execution of this Mortgage. Specifically, and without limitation of the foregoing, if this Mortgage is given with respect to a leasehold estate held by Borrower, and Borrower subsequently acquires a fee interest in the real property, the lien of this Mortgage shall attach to and include the fee interest acquired by borrower.

Borrower covenants that Borrower is the lawful owner of the estate in land hereby conveyed and has the right to grant, convey and mortgage the Property, and that the Property is unencumbered except for encumbrances of record. Borrower (excepting any Trustee which is a constituent party in Borrower) warrants and Borrower covenants that it will defend generally the title to the Property against all claims and demands, subject to encumprances of record. Borrower covenants that the Borrower will neither take, nor permit any action to partition or subdivice the Property or otherwise change the legal description of the property or any part thereof. Borrower acknowledges that, the Note calls for a variable interest rate, and that the lender may, prior to the

expiration of the term of the Note, cancel future advances thereunder and/or require repayment of the

outstanding balance under the Note.
COVENANTS, Borrower and Lender covenant and agree as follows:

COVENANTS, Borrower and Lender covenant and agree as follows:

1. Payment of Principal 2:1. Interest. Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note together with any fees and charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, or the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, 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') equal to one twelfth of 'a' yearly taxes and assessments which may attain priority over this Mortgage (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the funds due on the basis of current data and reasonable estimates of future escrow items. The Funds shall be held in an institution the denosits or accounts of which are insured or quaranteed by a

The Funds shall be held in an institution the rier osits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Boric wer interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may a ree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

required by lender.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If pursuant to the terms of this Mortgage, the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sele of the property or it; acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and this Mortgage shall be applied by Lender first in payment of any advance made by Lender pursuants to this Mortgage, then to interest, fees and charges payable pursuant to the Note, then to the principal amounts?

to this Mortgage, then to interest, rees and charges payable pursuant to the charges, then to interest, rees and charges payable pursuant to the charges, fines outstanding under the Note.

4. Charges; Liens. Borrower shall pay or cause to be paid after taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and legishold payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. 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 (except for the lien of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property) provided, that Borrower shall not be required to discharge any such prior lien an amanner to the payment of the obligation on secured by such lien in a manner so long as Borrower shall agree in writing to the payment of the obligation on secured by such lien in a manner acceptable to Lender, or 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 or forfeiture of the Property or any part

5. Hazard Insurance. Borrower shall keep the improvement, now existing or here after erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured

by this Mortgage and any other mortgage on the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in a timely manner.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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 and subject to the rights and terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this mortgage, insurance proceeds shall at the Lender's sole discretion be applied to restoration or repair of the Property damaged or to pay the sums secured by this Mortgage, with the excess, if any, paid to Borrower and Lender is hereby authorized to do any of the above. If the Property is abandoned by Borrower, or if Borrower fails to respond to within 30 days from the date notice is mailed by Lender to Borrower that, the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payments due under the Note, or change the amount of such payment. If under the provisions of this Mortgage 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 in such sale or acquisition.

6. Preservation and Maintenance of Property; Lesseholds; 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 shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligation, under the declaration or covenants creating or governing the condominium or planned unit development, the ox 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 amond and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which materially affects Lender's interest in the Property, 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, then 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 remains. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of paymon such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall been interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this

paragraph 7 st.all require lender to incur any expense or take any ection hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condomnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condomnation or other taking of the Property, or part thereof or top conveyance in lieu of condomnation, are hereby assigned and shall be paid to Lender. In the event in a total or partial taking of the condenmation, 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

If the Property is abandoned by borrower, or if, after notice by Lender to 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 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 the due date of any payment due under the Note or change the amount of such payment.

10. Borrower Not Released. Extension of the time for payment or modification of any other term of the Note or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to reicase, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for nayment or otherwise modify any to commence proceedings against such successor or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Note or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude 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 a walver of Lender's right to accelerate the maturity of the indebtedness secured by this

Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and maybe exercised concurrently,

independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. 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 19 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof,

14. 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 delivering it to the Property or by mailing such notice by ordinary 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 registered or certified mail return receipt requested, to Lender's address stated herein or 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 given by registered or certified mail return receipt requested, to Lender's address stated herein or such other address as Lender may designate by notice to Borrower as provided herein. Any notice by Lender shall not be deemed to have been given until it has been received by Lender.

15. Actual Knowledge. For purposes of this Mortgage and the Note, Lender will not be deemed to have received actual knowledge of information required to be conveyed to Lender in writing by Borrower until the date of actual receipt of such information at the address specified above (or such other address specified by Lender to Borrower). Such date shall be conclusively determined by referenced to the Received due te stamped on such wife ten notice had a babove (or such other address specified by Lender to Borrower). Such date shall be conclusively determined by reference to the return receipt in possession of Borrower. If such raturn receipt is not available, such date shall be conclusively determined by referenced to the Received or such event or information as of the date Lender receives a writing by Borrower or other control of the such as a such write and the provision of the Mortgage and the Note and of the such as a such write notice by Lender's agent.

16. Governing Law, Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any

Borrower falls to keep any other covenant comained in this Mortgage and the Note not otherwise specified in this Section.

b. Remedies (Including Freezing the Line). Lender may, at its sole option upon the occurrence of an Event of Default, freeze or terminate the line, and, require Borrower to make immediate full repayment of the unpaid principal balance of the line together with accound but unpaid interest and other charges. "Freezing" the line means refusal to make any further advances agains the line. If Lender fails to make such payment upon demand, Lender may institute foreclosure proceedings or pursue any other remedy or remedies given to Lender by law or under this Mortgage and the Note. Lendar shall been entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, ree anable actorneys' fees, and costs of documenting evidence, abstracts and title report. As additional specific plotection, not withistanding any other term of this Mortgage, Lender, without declaring or asserting an Events of Default or invoking any of its remedies pertaining to Events of Default, may immediately and without notice, receate the line, upon the occurrence of any event enumerated herein. Freezing the line will not preclude Lender from subsequently exercising any right or remedy set forth herein or in the Note.

19. Transfer of Property or a Beneficial Interest in Borrower: If all or any part of the Property or any interest in it is sold or transferred for 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 Mortgage. However this option shall not be exercise stamped by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of ac eleation. This notice shall provide a period of not less than 30 days from the date the notice is deli

(page 4 of 6 pages)

under this Mortgage or any other document with respect thereto) at anyone time outstanding shall not exceed one hundred lifty percent of the Maximum Credit, plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Property and interest on such disbursements (all such indebtedness being herein after referred to as the "maximum amount secured hereby").

This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

21. Assignment of Rents; Appointment of Receiver; Lender In Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 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 18 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actuary received.

22. Release. Upon payment of all sums secured by this Mortgage and termination of the revolving credit line under the Note Lander shall release this Mortgage without charge to Borrower.

23. Waiver of Homostead. Borrower hereby waives all right of homestead exemption in the Property.

24. Trustee Exculpation. If this Mortgage is executed by a Trustee, Trustee executes this Mortgage as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness a cruing hereunder or to perform in any covenants either express or implied herein contained, all such liability, it any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby as against said Trustee shall be solely against and out of the Property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, environce or quaranter of said Note and this Mortgage. gu. .ecute liability of any co-maker, co-signer, enuorser or guarantor of said Note and this Mortgage. IN WITNESS WHEREOF, Borrower has executed this Mortgage.

| UN                                                                                                                                                                                                        | OFFIC                                                                                                                                           | IAL COPY                                                                                                                                                                                                                                                                |                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Alfred & Penice                                                                                                                                                                                           | W 3-29 5                                                                                                                                        | S AN INDIVIDUAL(S)                                                                                                                                                                                                                                                      | Son 3/29/9)                                                                                                                           |
| INDIVIDUAL BORKOWER<br>ALTRED J ANDERSON                                                                                                                                                                  | Date                                                                                                                                            | INDIVOUAL BORROWER MARIHA M. ANDERSON                                                                                                                                                                                                                                   | ∕Date∕                                                                                                                                |
| INDIVIDUAL BORROWER                                                                                                                                                                                       | Date                                                                                                                                            | INDIVIDUAL BORROWER                                                                                                                                                                                                                                                     | Date                                                                                                                                  |
| STATE OF ILLINOIS SS,<br>COUNTY OF ( DO)                                                                                                                                                                  |                                                                                                                                                 |                                                                                                                                                                                                                                                                         |                                                                                                                                       |
| ~~                                                                                                                                                                                                        | Public in and for said                                                                                                                          | county, in the State aforesaid, DO                                                                                                                                                                                                                                      | HEREBY CERTIFY that                                                                                                                   |
| nomestead.                                                                                                                                                                                                | 11.20                                                                                                                                           | name(s) subscribed to the foregoing the signed, sealed and delivered the sin set forth, including the release an                                                                                                                                                        | <u> </u>                                                                                                                              |
| Given under my hand and official se                                                                                                                                                                       | 00                                                                                                                                              | day of $\mathcal{C}$ day of $\mathcal{C}$ ion Expires:                                                                                                                                                                                                                  | ,1995                                                                                                                                 |
| OFFICIAL SEAL LASHAWN JENKI NOTARY PUBLIC, STATE OF IL MY COMMUSSION EXPIRES OF ALFRED J ANDERSON (Divorce                                                                                                | NS<br>LINDE ORHOWER IS                                                                                                                          | _                                                                                                                                                                                                                                                                       |                                                                                                                                       |
| not personally but solely as trustee                                                                                                                                                                      | as aforesaid                                                                                                                                    | lts                                                                                                                                                                                                                                                                     |                                                                                                                                       |
| ATTEST:                                                                                                                                                                                                   | _                                                                                                                                               | State of Illinois                                                                                                                                                                                                                                                       | SS:                                                                                                                                   |
| Its (Title)                                                                                                                                                                                               | C                                                                                                                                               | ounty of                                                                                                                                                                                                                                                                |                                                                                                                                       |
| that a corporation and Secretary of said are subscriber to the foregoing instracknowledged that they signed, sea and the free and voluntary acts of sithe said custodian of the corporate seal of signed. | corporation, personation, personation, personation, such Secretary aled and delivered the aid corporation, as to Secretary aid corporation, did | I County, in the State afore ad, DO President of ally known to me to be the same per presentively, appeared before mere said instrument as their own free trustee, for the uses and purposes the did also then and there acknowledger the said corporation seal of said | sons whose names President and this day in person, and and voluntary acts, herein se; forth; and ge that the, as d corporationto said |
| instrument as his own free and volu<br>for the uses and purposes therein s<br>Given under my hand and offi                                                                                                | et forth.                                                                                                                                       | day of                                                                                                                                                                                                                                                                  | ,19                                                                                                                                   |
| Notary Public                                                                                                                                                                                             | Co                                                                                                                                              | ommission Expires:                                                                                                                                                                                                                                                      |                                                                                                                                       |