ILLINOIS

ABSTRACT

MORTGAGE

9420020201 125/31/790412

GRANTOR JEPPRHY G. HORSON DANN M. HORSON HUBBAND AND HIPM	BORROWER JEFFREY C. KOBSON DAMN M. NOSSON
ADDRESS 1093 SEYMOUR AVE DES PLAIMES IL 600165727	DER PLAINES IL 600165727
LENDER: FIRST BANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION 1223 OAKTON STREET DES PLANTS; IL 60018	

1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mortgi ge and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenences; leases, licenses and rule; agreements, rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (complicitively "Property").

2. OBLIGATIONS. This Morigage shall recure the payment and performance of all of Borrower's and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following agreems:

PRINCIPAL AMOUNT:
CABILIT LIMIT AGREEMENT DATE

6,150.00 04/19/1996 04/20/1999

31 5

\$24.00

\$31,50

b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing.

3. PURPOSE. This Mortgage and the Obligations described herein are exticuted and incurred for CONSUMER purpo

4. FUTURE ADVANCES. [1] This Mortgage secures the repayment of all artifances that Lender may extend to Borrower or Granter under the promissory notes and other agreements evidencing the revolving cradit loans described in part green 2. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligatory or to be made at the option of Lender to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although there may Letter in indebtedness outstanding at the time any advance is made. The total amount of Indebtedness secured by this Mortgage under the promissory notes and agree ments described above may increase or decrease from time, but the total of all such indebtedness so secures that lender may extend to Borrower or Granter under the promissory notes and other agree ments described in paragraph 2, but the total of all such indebtedness so secured shall not exceed \$

6. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all amounts expended by Lender to perform Grantor's covenants under the Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts our unded for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.

6. CONSTRUCTION PURPOSES, If checked, [] this Mortgage secures an indebtedness for construction purposes

7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender that:

(a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for it is Mortgage and liens and encumbrances of record.

(b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released disclarged, stored, or disposed of any "Hazardous Materials", as defined herein, in connection with the Property or transported any Hazardous Materials or or in the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any hazardous was", toxic substances or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (", pr doleum; (ii) frieble or nontriable sabestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pu suant to Section 307 of the Clean Water Act or any amendments or replacements to these site of the control of the Resource Conservation and Recover, Act, or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recover, Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;

(c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;

(d) No action or proceeding is or shall be pending or threatened which might materially affect the Property;

(e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

8. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.

9. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquity pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.

10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a flon, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to ierminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

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- 11. COLLECTION OF INDEBTET NETS FIRD BATTY. Under hambe untitled o notify on our Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies to pay cender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the Indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender partition is to their property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise sattle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.
- 12. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compilance with applicable law and insurance policies. Grantor shall not make any ulterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the loregoing, all alterations, additions and improvements made to the Property shall be subject to the Interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.
- 13. LOSS OR DAMAGE. Granter shall bear the entire risk of any loss, thelt, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, Granter shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.
- 14. INSUFANCE. Granter shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (it applicable) or other casualty. Granter may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least shirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Granter or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the Insurance proceeds to be paid to Lender. In the event Granter falls to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the Insurance cost shall be an advance payable and beening interest as described in Paragraph 27 and secured hereby. Granter shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Granter in making and setting claims under insurance policies, cancelling any policy or endorsing Granter's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Collegations. In the event of loss, Granter shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company a firsted to make payments directly to Lender instead of to Lender and Granter. Lender shall have the right, at its sole option, to apply such monies toward the Collegations of toward the cost of rebuilding and restoring the Property. Any amount applied against the Ob
- 15. ZONING AND PRIVATE COVERANC. Granter shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior writen consent. If Granter's use of the Property becomes a nonconforming use under any zoning provision, Granter shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Granter will immediately provide Lender with written notice of any proposed changes to the coning provisions or private covenants affecting the Property.
- 16. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All montes payed to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event Grantor shall be obligated to restore or repair the Property.
- 17. LENDER'S RIGHT TO COMMENCE OR DEFEND LECAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Gre itc/ hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or so the any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions the icribed in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its or in time. Grantor shall cooperate and assist Lender in any action hereunder.
- 18. INDEMNIFICATION. Lender shall not assume or be responsible to the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholde s, threators, officers, employees and agents with written notice of and indemnity and hold Lender harmless from all claims, damages, liabilities (including atternity) for any legal expenses), causes of actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel acceptable to Lender to defend Lender from such Cici not, and pay the costs incurred in connection therewith. In the atternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at G. ant ris cost. Grantor's obligation to indemnity Lender shall survive the termination, release or foreclosure of this Mortgage.
- 19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, tay is and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of taxes assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay pay taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.
- 20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender r. its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time analytic shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shrill be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such daims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with lender matters in the event that Grantor fails to provide the requested statement in a timely manner.
 - 22. DEFAULT. Granter shall be in default under this Mortgage in the event that Granter, Borrower or any guaranter of any Obligation:
 - (a) falls to pay any Obligation to Lender when due;
 - (b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or oral, agreement.
 - (c) allows the Property to be damaged, destroyed, lost or stolen in any material respect;
 - (d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender;
 - (a) allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is filegal; or
 - (f) causes Lender to deem itself insecure in good faith for any reason.
- 23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):
 - (a) to declare the Obligations immediately due and payable in full;

 - (b) to collect the outstanding Obligations with or without resorting to judicial process;
 (c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor
 - (d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
 - (e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property; (f) to foreclose this Mortgage:
 - (g) to set off the Obligations against any amounts due to Grantor or Borrower including, but not limited to, monies, instruments, and deposit accounts maintained with Lender: and
 - (h) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Granter, Granter waives the posting of any bond which might otherwise be required.

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- 24. WAIVER OF HOMESTEAD AID OTHER BIGINTS. Grantor heleb) waives all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law. If a hisband but file are both signing this Marked's and only one of the property than the other spouse is signing for the sole purpose of waiving such homestead lights and other exemptions. 25. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender. 23. APPLICATION OF FORECLORURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's lee and the satisfaction of its expenses and costs; then to relimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall Immediately reimburse Lender for all amounts. (including ettorneys fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein. 28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor or Borrower may be applied against the amounts paid by Lender (including attorneys' lees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lander shall be ontitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrovocable. 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lenry 4 in gardless of whether these liens, security interests or other encumbrances have been released of record. 31. COLLECTION COSTS. /. Lender hires an attorney to assist in collecting any amount due or entorcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonable adorneys' fees and costs. 32. PARTIAL RELEASE. Lend's may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 25, nothing herein shall be deemed to obligate Lander to release any of its interest in the Property. 33. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver un one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges (a) to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property 34. SUCCESSORS AND ASSIGNS. This Mortgage shalf on binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, bustees, receivers, administrators, personal representatives, legalees and devisees 35. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate it, writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent end on any other such notice shall be deemed given when received by the person to whom such notice is being given 36. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable 37. APPLICABLE LAW. This Mortgage shall be governed by the laws of the strie where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.
- 38. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. G.ar.o: walves presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby walves any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represed the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.
- TRUSTEE'S EXCULPATION; MORTGAGE SIGNERS. This Mortgage is executed by and one yn as Trust No. not personally but solely as Trustee under Trust Agreement dated the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, p overlons, stipulations, covenants and conditions to be are un lettiken by it solely as Trustee, as aforesald, and performed by not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be by reason of any of the terms, provisions, asserted or be enforceable against atipulations, covenants and/or statements contained in this agreement. This Mortgage is also executed by one or more of whom is (are) also the maker(s) of the Note second by the Mortgage, and who also and as Tustes under Trust Number may be the Beneficiary(s) of that certain Trust created with pursuant to a Trust Agreement dated , not personally but

Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage Dated: solely as Trustee under Trust Agreement stated and known as Trust Number GRANTOR. GRANTOR: новвой GRANTOR DAWN M. GRANTOR GRANTOR GRANTOR: GRANTOR:

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BYZH DIA DIAGEUR	BB New york and the control of the c
dennes and an extended the second of the se	as Trustee under Trust Agreement dated , who are personally known as Trust Number , who are personally known
ersonally known to me to be the same person 5 whose name ###################################	to me to be the same persons whose names are subscribed to the foregolinstrument as such Officers of said Bank, respectively, appeared before me the day in person and acknowledged that they signed and delivered the same
gned, sealed and delivered the said instrument as ThEIR tree and duntary act, for the uses and purposes herein set forth.	instrument as their own free and voluntary act and as the free and voluntary a of said Bank for the uses and purposes herein set forth. Given under my hand and official seal, this
Given under my hand and official seal, this // day of	and the second of the second o
100 1/1 9/1	Notary Public
ommission expires: 1111xe (11) 100	Commission expires:
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SCHED	ULE A Diane Van Pro Stary Public, State S
he street address of the Property (If applicable) is. 1093 SEYMOUR AVE	Commission Ex 2007
DES PLAINES, IL	600165727
ermanent Index No.(s): 0824113009 ne legal description of the Property located in COOK	County, Illinois is:
See Attachment A	
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For Recorder's Use:	$O_{\mathcal{F}_{\alpha}}$
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	DES PLAINES, IL 60018
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	DES PLAINES, IL 60018

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ATTACHMENT A Property Description

LOT 71 IN PLEASANT MANOR ESTATES, UNIT NO. 2, A SUBDIVISION OF THAT PART LYING NORTH OF ALGONQUIN ROAD OF THE SOUTHBAST 1/4 OF THE NORTH-WEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS , ON APRIL 5, 1960, AS DOCUMENT NO. 1916025, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 08-24-113-008

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