

# UNOFFICIAL COPY

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09/18/85 9  
FNMAS 500

RECORD AND RETURN TO:  
FIRST RESIDENTIAL MORTGAGE, L.P.

600 NORTH FIRST BANK DRIVE  
PALATINE, ILLINOIS 60067

Prepared by:  
FIRST RESIDENTIAL MORTGAGE, L.P.  
PALATINE, IL 60067

95000218

COOK COUNTY  
RECORDER  
JESSE WHITE  
ROLLING MEADOWS

DEPT-D1 RECORDING \$31.50  
T45555 TRAN 4568 07/28/95 11:13:00  
\$3520 + B.J. \*-95-492635  
COOK COUNTY RECORDER

95492635

RECORDING 31.00  
MAIL 0.50

# 96301047

[Space Above This Line For Recording Data]

MORTGAGE

\*\*\*THIS MORTGAGE IS BEING RE-RECORDED TO CORRECT BORROWERS LAST NAME.

THIS MORTGAGE ("Security Instrument") is given on JUNE 16, 1995  
CARLOS A. GONZALES *of* GONZALEZ  
AND MONICA S. GONZALES, HUSBAND AND WIFE  
*by* GONZALEZ

("Borrower"). This Security Instrument is given to  
FIRST RESIDENTIAL MORTGAGE, L.P.

which is organized and existing under the laws of THE STATE OF ILLINOIS  
address is 600 NORTH FIRST BANK DRIVE  
PALATINE, ILLINOIS 60067

(Lender). Borrower owes Lender the principal sum of

ONE HUNDRED FOURTEEN THOUSAND AND 00/100

Dollars (U.S. \$ 114,000.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 3, 2010. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants 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 County, Illinois:

THE SOUTH 32 FEET OF THE NORTH 100 FEET OF LOT 139 (EXCEPT THE SOUTH 35 FEET THEREOF) IN FREDERICK H. BARTLETT'S 47TH STREET SUBDIVISION OF LOT "C" IN THE CIRCUIT COURT PARTITION OF THE SOUTH HALF OF SECTION 3 AND THAT PART OF THE NORTHWEST QUARTER LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

19-03-416-019

which has the address of 4618 SOUTH KEELER, CHICAGO

Illinois 60632

Street, City,

Zip Code ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 6/81

GRHLI 194081

VAIP MORTGAGE FORMS 18001621-7241

Page 1 of 6

Initials: *My CAG*

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Borrower shall Promissory Note which has Priority over this Security Instrument unless Borrower (a) agrees in writing to the payment secured by the Note in a manner acceptable to Lender; (b) consents in good faith the Note is assigned to the holder of the Note; or (c) secures from the holder of the Note an agreement satisfactory to Lender subordinating the Note to the instrument of the Note; or (d) defers settlement of the Note in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the Note.

If Borroower makes these payments directly, Borroower shall promptly furnish to Lender receipts evidencing the payments.

**4. Charters:** Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach prior to over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in the manner, Borrower shall pay them at time directly to the Person who had given the instrument. Borrower shall remain liable for amounts so paid under this agreement.

child, to interest due; fourth, to any principal due, and last, to any late charges due under the Note.

3. Application of Pyramids. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs this Securitization instrument.

Funds held by Lender under Paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any unused monthly payments, if Lender's sole discretion.

If th: Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law.

Without exception, an annual accounting of the Funds, showing its assets, liabilities, and earnings to the Funds and the purpose for which each dehends to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

Based on my experience in communication with this firm, this is the best approach I have found to date. It is also the most effective way to handle other issues, such as accounting, legal, and financial matters.

(immediately), Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Escrow interest on the Funds. Annually analyzing the escrow account, or verifying the Escrow items, Lender may require Borrower to pay the Funds to make such an adjustment, unless Lender pays Escrow interest on the Funds. Lender may not charge Borrower for holding and applying the Funds, unless Lender pays Escrow interest on the Funds. Lender may not charge Borrower for holding and applying the Funds, unless Lender pays Escrow interest on the Funds.

Exemptions or otherwise in accordance with applicable law.

sets a lesser amount, if so, Leander may, at any time, collect and hold funds in the amount not to exceed the lesser amount.

reduced mortgagor's loan may require for Borrower's account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds

If any: (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Broker Items".

and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and

provided all of said interests and properties, notwithstanding any charges due under the Note.

Variations by jurisdiction to constitute a uniform security instrument covering real property.

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or record.

**BORROWER COVENANTS** that Borrower x is lawfully seized or has estoppel hereby conveged and has the right to mortgage and convey the Property is unencumbered, except for encumbrances of record. Borrower warrants

Fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

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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.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that 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 receipts of paid premiums and renewal notices. 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, 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 Property, or does not answer within 30 days a notice from Lender that the insurance carrier 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 Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information 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 limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by 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 bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. 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

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless otherwise required under applicable law or by notice to Lender. Any notice to Lender shall be given by first class mail to

13. **Lien Charges.** If the loan secured by this Security Instrument is subject to a law which sets a maximum loan charge, and that law is finally interpreted so that the interest or other loans charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to the permitted limit; and (c) if a refund reduces principal, the reduction will be treated as a partial prepayment without any further power. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any further power.

agreed by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's successors and assigns shall be joint and several. Any holder or assignee who co-signs this Security instrument but does not execute the Note; (a) is co-signing this Security instrument only as a mortgagee, grant and convey that instrument; (b) is not personally obligated to pay the sums Borrower; interest in the Property under the terms of this Security instrument; (b) is not personally obligated to pay the sums

of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to exercise the right to foreclose by Lender in exercising any right or remedy shall not be a waiver of or preclude the successors in interest. Any foreclosure by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right of remedy.

Subject to the security mechanism mentioned in the addendum,  
unless Lender and Borrower 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make any award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, as its option, either to restoration or repair of the Property or to the sums awarded by the Surveyor which are due Lender.

making witness Bottowever and Lechner otherwise agree in writing or witness affirms that he sums are then due.

market value of the property and, if there is less than the amount of the sums secured immediately before the sale of the property, may otherwise than by payment of a premium, pay or apply the same to the payment of the debts.

amount of the sums stated immediately before the taking, divided by (b) the fair market value of the Property immediately preceding the taking.

Secondly, Insurmountable impediment before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, which ever of us then due, with any excess paid to Borrower. In the event of a partial taking of the Property in whole or in part, before the taking is equal to or greater than the amount of the sums secured by this market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this instrument.

101. **Condemnation.**—The proceeds in any award of damages, direct or consequential, in connection with any  
condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

For over twelve years in the time of our prior to an inspection specifying reasonable cause for the inspection.

Insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

that Lender (hereinafter referred to as "Insurer") approved by Lender against becomes available and is obtained. Borrower shall pay the premiums required to maintain insurance in effect or to provide a loss reserve, until the premium for mortgage

In effect, Leender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Leender, if mortgage insurance coverage (in the amount and for the period

susceptibility equivalent mortality insurance coverage is not justifiable. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortality insurance premium being paid by Borrower when the insurance coverage is based on

option covers the mortgage insurance premium previously paid to the mortgage insurer in effect, at a cost substantially equivalent to the amount of coverage previously paid to the mortgage insurer in effect, from an ultimate mortgage insurer approved by lender.

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if 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 Security Instrument. However, this option shall not be exercised by Lender 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 Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meet certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to 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 to which payments should be made. The notice will also contain any other information 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 else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding 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.

Borrower 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 any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified 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 Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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The official seal of Jorraine L. Schwartz, Notary Public, State of Illinois. The seal is rectangular with a double-line border. Inside, at the top, it says "NOTARY PUBLIC, STATE OF ILLINOIS". In the center, it says "JORRINE L. SCHWARTZ". Below that, it says "OFFICIAL SEAL". At the bottom, it says "MY COMMISSION EXPIRES 12-16-88". To the left of the seal, there is handwritten text that appears to read "NOTARY PUBLIC" and "Jorraine L. Schwartz".

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledgedgagd that  
, personally known to me to be the same person(s) whose name(s)  
signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein set forth  
Given under my hand and official seal, this **21** day of **June**

STATE OF ILLINOIS,      County of McCook,  
CARTOS A. GONZALEZ,      No. 242-2  
and MONICA S. GONZALEZ  
, a Notary Public in and for said County and State  
of Illinois, GONZALEZ, HUSBAND AND WIFE  
GONZALEZ

**Seal** \_\_\_\_\_ **Seal** \_\_\_\_\_ **BORROWER** \_\_\_\_\_ **BORROWER** \_\_\_\_\_

*J. M. González* J. M. GONZÁLEZ  
MONSERRAT. GONZÁLEZ

**CHARLOS A. CONZALIZZ**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any addendum(s) executed by Borrower and recorded with it.

<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Other(s) [specify] _____
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Rate Impairment Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> V.A. Rider

**24. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with the Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

23. **Winder of Homestead.** Borrower wills all right of homestead exemption in the Property, without charge to Borrower; Borrower shall pay by recordation costs.

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 recondition costs.

Secured by this security instrument until payment demand and may exercise this security instrument by sending

we believe the date specified in the notice, *Lender*, at its option, may require immediate payment in full of all sums advanced by us without further demand and may exercise this security instrument by giving

seured by this Security Instrument, to receive notice by mail of all proceedings by which title to or interest in the property may be affected, and to receive copies of all documents relating thereto.

(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

applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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