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1998-10-02 08:45:33 Cook County Recorder

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RECORD AND RETURN TO: J M MORTGAGE SERVICES, INC

3400 DUNDEE ROAD, SUITE 150 NORTHBROOK, ILLINDIS 80062

Prepared by: JOANN C. MORSE 3400 DUNDEE RD. SUITE 150 NORTHBROOK, IL 60062

COOK COUNTY RECORDER JESSE WHITE **ROLLING MEADOWS** 

0000989776 4491

#### MORTGAGE

SEPTEMBER 18, 1998 THIS MORTGAGE ("Security Instrumera") is given on GUERRERO ARAMBULA

. The mortgagor is

, and whose

AND BEATRIZ ARAMBULA, HIS VIFE, IN JOINT TENANCY

("Borrower"). This Security Instrument is given to J M MORTGAGE SERVICES, INC.

THE STATE OF ILLINOIS which is organized and existing under the laws of address is 3400 DUNDEE ROAD, SUITE 150

Lender"). Borrower owes Lender the principal sum of

NORTHBROOK, ILLINOIS 60062 ONE HUNDRED THOUSAND AND 00/100

100,000.00 Dellars (U.S. \$ 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 OCTOBER 1, 2018 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:

LOT 44 IN BLOCK 1 IN LYNDALE GARDENS, A SUBDIVISION OF THE NORTH 20 ACRES OF THE SOUTH 40 ACRES OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

12-32-206-036-0000

Parcel ID #:

Page 1 of 6

10422 DICKENS AVENUE , MELROSE PARK which has the address of 60164 Illinois

[Zip Code] ("Property Address"):

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM initiala: GA = B NSTRUMENT Form 3014 9/90

-6R(IL) (9608)

VMP MORTGAGE FORMS - (800)521-7291

[Street, City],

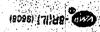
**DPS 1089** 

## **UNOFFICIAL COPY**



DPS 1090

Form 3014 9/80



ET- 87 Million

this Security Instrument. It Lender determines that any part of the Property is subject to a lien which may attain princitly over enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien Borrower stall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. these obligations in the manner provided in paragraph 2, or it not paid in that manner, Borrower shall pay them on time directly which may sitain priority over this Security Instrument, and leasehold payments or ground rents, it any. Borrower shall pay

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Land 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payab e. . der paragraph 2; 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender paragraphs. this Security Instrument.

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a creon ag inst the sums secured by Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, or for the acquisition or sale Upon payment in full of all sums secured by this Security Instrument, Lender shall, romptly refund to Borrower any

twelve monthly payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than time is not sufficient to pay the Escrow flems when due, Lender may so notify borrover in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable law. If the smount of the Funds held by Lender at any If the Funds held by Lender exceed the amounts permitted to be held by anniticable law, Lender shall account to Borrower

debit to the Funds was made. The Funds are pledged as additional security of or all sums secured by this Security Instrument. without charge, an annual accounting of the Funds, showing credits and the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that inic est shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or a charge. However, Lender may require Borrower to par a che-time charge for an independent real estate tax reporting service verifying the Escrow Items, unless Lender pays Borrowe, interest on the Funds and applicable law permits Lender to make such Esorow Items. Lender may not charge Borrower for colding and applying the Funds, annually analyzing the escrow account, or (including Lender, it Lender is such an institution) or in any Pederal Home Losn Bank, Lender shall apply the Funds to pay the The Funds shall be held in an instruction whose deposits are insured by a federal agency, instrumentality, or entity

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Lands due on the basis of current data and reasonable estimates of expenditures of future sets a lesser amount. If so, Lend't may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related morigage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any in e collect and hold Funds in an amount not to exceed the maximum amount a lender for a fedurally the provisions of parter of in lieu of the payment of mortgage insurance premiums. These items are called Escrow items." If any; (e) yearly ...c. gage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments Lender on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Furids") for: (a) yearly taxes 2. Funds for Taxes and Insurance. Subject to applicable law of to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and say prepayment and late charges due under the Note;

1. Payment of Principal and Interest; Prepayment and Late Charges, Borrower shall promptly pay when due the UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

variations by Jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

fixintes now or hereafter a part of the property. All replacements and additions shall also be covered by this Security TOGETHER WITH all the improvements now or herestier erected on the property, and all easements, appurrenances, and

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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 ans wer 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 Borrowe: 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 Borrover'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 Leruer's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security in trument 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 Borrover'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 ir or mation or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidence 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 covenance are 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 I ender 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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Form 3014 : 9/90



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or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it of by mailing

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

make any accommodations with regard to the terms of this Security instrument or the Note without that Borrower's consent. secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, no 'thy forbest or Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower ... Jugges this Security Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The Cov-nants and agreements, of this

successors in inferest. Any forbearance by Lender in exercising any right or remedy stail not be a waiver of or preclude the of the sums secured by this Security Instrument by reason of any demand trade by the original Borrower or Borrower's commence proceedings against any successor in interest or refuse to extend three to payment or otherwise modify amortization not operate to release the liability of the original Borrower or Borrower's are wroted in interest. Lender shall not be required to of amortization of the sums secured by this Security Instrument granted : 1 ender to any successor in interest of Borrower shall 11. Borrower Mot Released; Forbearance By Lender Mot a Vaiver. Extension of the time for payment or modification

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments Unless Lender and Borrower otherwise agree in writh, r. ny application of proceeds to principal shall not extend or

Lender is authorized to collect and apply the proceeds, s. i.s. option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then duaward or settle a claim for damages, Borrowe, tails to respond to Lender within 30 days after the date the notice is given. If the Property is abandoned by Borrover, of it, after notice by Lender to Borrower that the condemnor offers to make an

be applied to the sums secured by this Sect of Variation whether of not the sums are then due. taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the before the taking. Any balance at all be paid to Borrower, in the event of a partial taking of the Property in which the fair amount of the sums secure i in nediately before the taking, divided by (b) the fait market value of the Property uninediately this Security Institument about the reduced by the amount of the proceeds multiplied by the following fraction: (a) the total Security instrument, manage defore the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument.

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

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law. the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve one-twelfth of the yearly morigage insurance premium being paid by Borrower when the insurance coverage lapsed of ceased to substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender, each month a sum equal to cost to Bomower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If oblain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

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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 Proberty is jocated. 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 roon 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 Pigh, to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be the 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 2. 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 need. 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 recent ized 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, have 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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(4)		subscribed to the foregoing instrument, appeared before
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	Improvement Rider	
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morros do	tch such rider shall be incorporated into and shall amend and sup if the rider(s) were a part of this Security instrument:	(1) 1 (1) 1) 1) 1) 1) 1) 1) 1) 1) 1) 1) 1) 1) 1
- 11 to 1 to 1 to 1 to 1 to 1	more riders are executed by Borrower and recorded the business of any and sure the pair days do not be business.	
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	ght of homestead exemption in the Property.	23. Walver of Homestead. Borrower waives all ri
	cordation costs.	without charge to Borrower. Borrower shall pay any re
nəmune	y this Security Instrument, Lender shall release this Security in	三、三、三、三、新、三、三、三、三、西、村、大、西、西、三、三、三、三、三、三、三、三、三、三、三、三、三、三、三、三、三
	a, lees and costs of title evidence.	21, including, but not limited to, reasonable attorney

applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date; not less than 30 days from the date the notice is given to Borrower, by which the default must be coured; and shall failure to cure the default on or before the date specified in the notice may result in acceleration of the same secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further aftern Borrower of the right to reduction and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by Judicial secured by this Security Instrument without further demand and may foreclose this Security Instrument by Judicial

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