

**ILLINOIS ABSTRACT** 

MORTGAGE

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BORNOWER

STEPHEN G. JONESM

SULLINE S. JOHNSON

ADDRESS

1431 GREGORY AVE

WILMSTER IL 600913235

LENDER

First Bank of South Dikota (Mational Association)

A MATICUAL BANKING ASSOCIATION

141 MORTE MAIN AVENUE

SIOUX FALLS, SD 57117

GRANTOR

STEPHEN G. JOHERN

SUZAMBE S. JOHESEN

MUSELLED AND WIFE

ADDRESS

1431 GREGORY AVE

WILMITT IL 600913235

1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warraks to Lender identified above. the real property described in Schedule A which is attached to this Mortgage and incorporated hyppin together with all future and present improvements and fodures; privileges, hereditaments, and appurtenances; Suser, doesees and other agreements; easements, royalties, leasehold estate, if a leasehold; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real properly (cumulatively Properly).

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2. OBLIGATIONS. This Mortgage shall secure the payment and performance of all of Borrower's and Craims's present and future, indebtedness, liabilities, obligations and covenants (currelatively "Obligations") to Lander pursuant (2)

(a) this Mortgage and the following agreement:

	// New >	•	
PRINCIPAL AMOUNT/ CREDIT LIMIT	NOTE/ AGREEMENT DATE	DATE	<i>ુ</i> ં ું
35,000.00	12/08/1997	12/00/2002	17 Mr. 46

(b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the for

(c) applicable law.

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3. PURPOSE. This Mortgage and the Obligation Edges that the proposes.

- 4. The total amount of indebtedness advanced by this Mortgage under the promissory note or agreement (the "NOTE") secured hereby may increase or decrease from time to time, but the total of all such indebtedness so secured shall not exceed \$\frac{35,000.00}{\text{plus}}\text{plus} interest, collection costs, and amounts advanced to protect the tien of this Mortgage. The Note secured hereby evidences a "Revolving Credit" as defined in 815 ILCS 205/4.1. The tien of this Mortgage secures payment of any existing indebtedness and future advance made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any indebtedness outstanding at the time any advance is made.
- 5. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all amounts expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.
  - 6. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender that:
  - (a) Grantor shall maintain the Property free of all tiens, security interests, encumbrances and claims except for this Mortgage and liens and excumbrances of record;
  - (b) Neither Grantor nor, whe best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any "Mazerdous Materials" as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" what mean any hazardous waste, toxic substances, or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) triable or nontriable asbestos; (iii) polychloringed whenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Presource Conservation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Regionale, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, (a) liability or or ordinance now or hereafter in effect;
  - (c) Grantor has the right and is duly authorized to execute and pricinity its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any status, 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; and
  - (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 timited to, the governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.
- 7. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. (a) 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 into 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 remedial carmitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.
- 8. INQUIRIES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry 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.
- 9. 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 lien, security interest or other encumbrance to be placed upon Grantor's right, 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 terminate 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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- 10. COLLECTION OF INDELTEDIASE Floral THEP PARTY. Index that he missed is ribilly or require Grantor to notify any third party (including, but not limited to, leasees, licensees, governmental authorities and insurance companies) to pay Lender 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 indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for 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 collectant upon, or otherwise settle 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, mistales, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.
- 11. 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 compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, 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.
- 12. LOSS OR DAMAGE. Green shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any printing thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lander the decrease in the fair market value of the affected. Property.
- 13. INSURANCE. Grantor shall keep the Property insured for its full value against all hezards including loss or damage. caused by fire, collision, their, flood (if applicable) or ran)r casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discrition. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice uplore 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 Grantor or any other person shall affect the right of Lender to be paid the insurance prollenge pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the legisl of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor tails to acquire or maintail incorance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance covering upon the Property and charge the insurance cost shall be an advance payable and bearing interest as described in Payaph 27 and secured hereby. Grantor shall turnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or empirising Granton's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be considily assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lander instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such interies toward the Obligations. or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild and restrice the Property.
- 14. ZONING AND PRIVATE COVENANTS. Grantor 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 written consent. If Grantor's usual the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.
- 15. CONDENNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable 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, tegal 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.

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16. LENDER'S RIGHT TO CALINATE OR DEFENCE LEGAL NATIONS. Granto shall immediately provide Lander with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its altomey-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be flubte to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefore. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

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- 17. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Properly under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' tess and legal expenses), causes of action, 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 to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.
- 18. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Properly when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-wetth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. 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 kinds so held to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.
- 19. INSPECTION OF PROPERTY, BOCAS, PECORDS AND REPORTS. Grantor shall allow Lender or 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. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's interest in its broks and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lander 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 to be grantor to Lender shall be true, accurate and complete in all respects.
- 20. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferse of Lender's rights with respect to the Obligations, a sign of and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor pursues as any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the mixed transferse with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.
  - 21. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor or dorrown:
  - (a) commits fraud or makes a material misrepresentation at any time in connection with the Obigeties or this Mortgage, including, but not limited to, false statements made by Grantor about Grantor's income, assets, or ever other aspects of Grantor's financial condition:
  - (b) fails to meet the repayment terms of the Obligations; or
  - (c) violates or fails to comply with a covenant contained in this Mortgage which adversely affects the Property or Lender's rights in the Property, including, but not limited to, transferring title to or selling the Property without Lender's consent, railing to maintain insurance or to pay taxes on the Property, allowing a fien senior to Lender's to result on the Property without Lender's written consent, allowing the taking of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property, using the Property in a manner which would be destructive to the Property, or using the property in an illegal manner which may subject the Property to seizure or confiscation.

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- 22. RIGHTS OF LENDER ON DELAW. If there is a default under this labellage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by taw):
  - (a) to terminate or suspend further advances or reduce the credit limit under the promissory notes or agreements evidencing the obligations;
  - (b) to declare the Obligations immediately due and payable in full;
  - (c) to collect the outstanding Obligations with or without resorting to judicial process;
  - (d) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;
  - (e) to collect all of the rents, issues, and profits from the Property from the date of detault and thereafter;
  - (f) to apply for and obtain the appointment of a receiver for the Property without regard to Granton'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;
  - (g) to foreclose this Mortgage:
  - (h) 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
  - (i) to exercise all ( rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumbled 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 Grantor, Grantor waives the posting of any band which might otherwise be required.

- 23. APPLICATION OF FORECL/SURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the fracting manner: first, to the payment of any sheriffs fee and the satisfaction of its expenses and costs; then to reimburse conder 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, hury ites, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided or the
- 24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law. If a husband and wife are both signing this Mortgage and only one of the spouses is an owner of the Property, then (b) other spouse is signing for the sole purpose of waiving such homestead rights and other exemptions.
- 26. COLLECTION COSTS. If Lender hires an attorney to assist king/lecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonable diameys' fees and costs.
  - 26. SATISFACTION. Upon the payment in full of the Obligations, this Monagon shall be satisfied of record by Lender.
- 27. REMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon Garand, to the extent permitted by law, Grantor shall immediately reimburse Lender for all amounts (including altomeys' feet and tegal 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 new top applied against the amounts paid by Lender (including attorneys' fees and legal expenses), to the extent permitted by ten, 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.
- 29. 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, Lender shall be entitled, 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 interested.
- 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous tien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these tiens, security interests or other encumbrances have been released of record.

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- 31. PARTIAL RELEASE. Lender may retent to the property of the Property. Except as provided in paragraph 26, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.
- 32. MODIFICATION AND WAIVER. The modification or waiver of any of Granton's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Granton's Obligations or delay or tall to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Granton's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, tails to exercise, impairs or releases any of the Obligations belonging to any Granton, third party or any of its rights against any Granton, third party or the Property.
- 33. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.
- 34. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in writing and sard to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice to given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and 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.
- 36. APPLICABLE LAW. This Morpage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and verue of any court located in such state.
- 37. MISCELLANEOUS. Grantor and Levider rorse that time is of the essence. Grantor 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 any 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 represent the complete integrated understanding between Grantor and Lender pertaining to the rum, and conditions of those documents.

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and vested in it as a	uch Trustee. All the te	rms, provisions, s	evoc, moitefundite	nants and condi	lions to be period, as alloresaid,	med by
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secured by the M	origage, and who a				n Trust creat	
to a Trust Agreement	dated				175.	
Grantor acknowledge	s that Grantor has read, u	inderstands, and	agrees to the terr	ns and conditions	of this Pay gage.	
Dated:						
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GRANTOR:		,	GENETOR:	San	yan_	
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County of LVALSE // a Notary Public in t and for said County, in the State aforesaid, DO HEREBY Notary Public in and for said County, in the State aforesaid, CERTIFY that STEPREN G. JONES SUZAMIN S. DO HEREBY CERTIFY that \_\_\_ JOHNEN, MUNDAMO AND WIPE mi under Trust Agreement dated and personally known to me to be the same person whose name known as Trust Number \_ subscribed to the foregoing are personally known to me to be the same persons whose instrument, appeared taker me this day in person and names are subscribed to the foregoing instrument as such acknowledged he Officers of said Bank, respectively, appeared before me sign at sealed and delivered the said this day in person and admowledged that they signed and free and voluntary act, delivered the said instrument as their own free and for the uses and purposes herein (6) orth. voluntary act and as the free and voluntary act of said Bank y for the uses and purposes set forth. Given under my hand and official seal, this SH Given under my hand and official seel, this day of \_\_ Notary Public Commission Expires: JEAN COVALEEN W NAME OF ALL SCHEDULE A policable) is: 1431 GREGORY AVE WILDERTE IL 600913235 Permanent Index No.(s): 0533409001 The legal description of the Property located in \_\_cook lot 9 in block 9 in mcdaniel's addition to wilmette in the willage or wilmette in section 33, township 42 north, range 13, east of the third principal maridian, in cook county, illinois This instrument was drafted by: After recording return to: First Bank of South Dakota (Mational Association) FIRST BANK MATIONAL ASSOCIATION 141 MORTH MAZN AVENUE Lien Perfection Department SIOUX PALLS, SD 57117

P.O. Box 2687

Pargo, MD 58108-2687

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