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	Return to: Mrc 36025NF Vol. 1995 Page 27187
1	BUCHALTER, NEMER, FIELDS & YOUNGER A Professional Corporation
2	ROBERT E. IZMIRIAN, State Bar No. 53805
3	DENNIS D. MILLER, State Bar No. 138669 333 Market Street, 29th Floor San Francisco, California 94105-2130
4	Telephone: (415) 227-0900 AUG 3 0 1995 Facsimile: (415) 227-0770
5	KEENAN G. CASADY, CLERK
6	Chapter 7 Trustee
7	
8	UNITED STATES BANKRUPTCY COURT
9	NORTHERN DISTRICT OF CALIFORNIA
10	
11	In re) Chapter 7) Case No. 93-3-1822TC
12	JOHN VIDA,)
13	Debtor.)
14	,
15	ORDER AUTHORIZING SALE OF REAL PROPERTY OF THE ESTATE PURSUANT TO 11 U.S.C. §363(b)
16	OF THE ESTRIE FORSONNI TO IT U.S.C. \$505(5)
17	On the basis of the application of Edward F. Towers,
18	Chapter 7 Trustee ("Trustee") seeking authority to sell real
19	property of the estate located at 503-07 South 2nd Avenue,
20	Chiloquin, Oregon and legally described in Exhibit "1" attached
21	hereto (the "Subject Property"), due and proper notice having
22	been given, and no adverse interests having been shown, the Court
23	being satisfied that the sale is in the best interests of this
24	estate, and for good cause shown,
25	IT IS HEREBY ORDERED as follows:
26	1. The Application For Order Authorizing Trustee To
27	Sell Real Property Of The Estate Pursuant To 11. 5 Sell S363 (b) is
28	approved.
	-1- ORDER AUTHORIZING SALE OF REAL PROPERTY OF THE ESTATE PURSUANT TO 11 U.S.C. \$363(b)

ς,

27188 1 2. The Contract and Receipt for Earnest Money (the "Agreement"), a copy of which is attached hereto as Exhibit "2" 2 3 is approved. 4 The Trustee is authorized to sell the Subject з. Property to the Klamath Tribes Housing Authority on the terms and 5 conditions set forth in the Agreement. 6 7 The general and special taxes, the lien of Klamath 4. First Federal Savings and Loan, and closing costs shall be paid 8 in full from the gross proceeds of sale in escrow. 9 10 The Trustee is authorized to pay Linda Long and 5. Crater Lake Realty six percent (6%) from the gross proceeds of 11 12 sale in escrow. 13 The Trustee and the Klamath Tribes Housing 6. Authority are authorized to take any and all acts and execute any 14 and all documents necessary and/or proper to effectuate the terms 15 of this Order. 16 17 8-30-95 Dated: 18 19 UNITED STATES BANKRUPTCY JUDGE 20 JD 21 22 23 24 25 26 27 28 -2-

ORDER AUTHORIZING SALE OF REAL PROPERTY OF THE ESTATE PURSUANT TO 11 U.S.C. §363(b)

EXHIBIT 1

Lots 1 and 2 in Block 8, SOUTH CHILOQUIN ADDITION to the City of Chiloquin, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

> 15707\0024\089.DDM 8/18/95 (2) dd

EXHIBIT____PAGE____OF_

· JONTRACT & RECEIPT FOR EARNEST M ... EY

27190

28

THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND IT, YOU SHOULD CONSULT A LAWYER BEFORE SIGNING.

÷.

•

Page 1 of 5 Buyers Initials

٦.	NOTICE: Some words and phrases in this Contract appears in held size. Thus
2.	NOTICE: Some words and phrases in this Contract appear in bold print. These words and phrases are defined in Part 6 B, <u>Definitions and</u> Construction. Part 6 is included in Buyer's offer and Seller's acceptance.
	construction. If all of a model in boyer's other and Seller's acceptance.
З.	PART 1 - BUYER'S OFFER
	LONLIN BUTCH S OFFEN
4.	THE BUYERS ACKNOWLEDGE THEY HAVE RECEIVED THE AGENCY DISCLOSURE FORMS REQUIRED BY LAW
	THE NOEROT DISCLOSURE FORMS REQUIRED BY LAW
5	A. Parties, Property, Price and Term:
6.	(1) Parties THE KI ANIATH TRIBER

6		(1) Parti	THE KLANATH	TRIBE	~	EDWARDTON	() .	70.
7			Buye	HOUSING AUTH	DEM		lier	KERES -	KOVEE
8		(2	.) ine i	roperty					
9			Seller	owns the property described below.	Buyer agre	es to buy the propert	v described below and Saliar across	to call it to f	
10			(a) <u>R</u>	al Property Description	· / .		, contained below and Sener agrees	to sen it to E	suyer.
11			11	e real property is legally described a	is <u>LO7</u> .	<u>3 182, Bla</u>	CK 8 SOUTH CHILO	QUA	/
12									
13								SAUGE	State U
14			(A)		authorized	to attach the correct le	gal description before settlement if	unavailable	at time of electronic .
16			(0) AC	ditional Property					at anie or signing).
17			1.	Eixtures					
18				The following will be left upon the p fixtures and bulbs, fluorescent lamp	remises as	part of the property	purchased and are included in the	purchase pr	ice: all existing light
19				fixtures and bulbs, fluorescent lamp doors, attached floor coverings, attact	s, window c	inds, window and de	oor screens, storm windows and do	or screens.	storm windows and
20				doors, attached floor coverings, attact and heating equipment including oil to	nice and all	fivennas, curtain, t	owel and drapery rods, shrubs and to	rees, irrigatio	n, plumbing, cooling
21.				except: TENANTS #	7= 7 ~	ALAL DO			•
22									
23			2.	Personal Property			-		·
24.				The following personal property is als	included a	is part of the propert	x (A) STOVES (3) Rom	24000
25.		-m	0h					ines a	CATCATORS.
26.		3)	Purch	ase Price of the Property					······································
27. 28.			buyer	agrees to pay Seller in U. S. Dollars th	e purchase	price of:			
29.			(4) <u>Te</u>	SIXTY- FIVE		OUSAND		\$ 6	65.m
30.			Buver	agrees to pay Seller the purchase price					
31.			(a) Ea	nest Money 🗋 cash 🔲 check 🔀 🗛	78 as tonows	:			
32.			(b) Ad	litional earnest money III on Seller's	Amontanno			\$	1.000
33.			(c) Up	on acceptance of title and delivery of)	Adaed or]	\$	
34.			(d) Th					····· \$_4	<u> 4,000</u>
35.				THIS 1.3 A	N AL	LCASU S	4 <u>/ F</u>		
36.			sha	Il be paid as follows:				*	-0-
37. 38.									
39.								-	
40.			Wil	River assume Sollare debt?	× 11. 11				
41.				Buyer assume Seller's debt? Yes No; (b) any sums in the reserve	S 25-NO IT	yes, will Buyer pay (in	addition to the purchase price) (a)	any require	assumption costs?
42.		(5)	Non-A	ssignment by Buver		any mocoreciness as	isumed as of the proration date?	🗆 Yes 🗔 No).
43.			If Selle	r is extending credit to Buver after se	ttlement of	this sale Rover may	r pot popias bie debte in this of the		
44.					sent of Selk	ано ощо, осуст тај Ж.	rior assign his rights in this Contra	ct or any se	curity device to be
45.	В.		<u>ver's C</u>	ontingencies					
46.		(1)	Financ						
47.			This sa	le : is X is not subject to Buyer obt	aining a loa	n, and is not subject t	o settlement of the sale or purchase	e of any oro	nerty in which Runor
48. 49.			noids a	in interest unless otherwise stated in the polication not later than	this Contrac	t. If this sale is subje	ect to Buyer obtaining a loan, Buyer	agrees to su	ibriit Buver's written
49. 50.			discour	plication not later than	19 B	ayer agrees to use bi	ayer's dest enons to obtain a loan.	If this sale is	to be financed, any
51.									
52.			-11	Contingencies: PROPER	<u>x / 3</u>	Salt SUP	DEGTTO ATTAC	VEDA	DELDUN
53.			BY	THE KLAMATH	Toin		ELS SUBJET	0,40	PRAUAL
54						- acus	NE HLTHORITY	Basi	20
55.									
56	_	-	FOR A	DDITIONAL TERMS AND BUYER'S	ONTINGE	ICIES SEE ATTACH	ED ADDENDUM .		······································
57.	C.	2/0	Sillin di	d Settlement			<u></u>	·	
58.		(1)	Deed						
59. 60.			nne re	al property will be conveyed by S f all liens and encumbrances ever	itatutory W	arranty Deed, unles	is otherwise agreed. The prope	rty will be r	conveyed free and
61									
				ants of records, and the Ap		CUPONTHEL	URAND COLONDUTE	BUES	TAL WITHE
62	Г	THE	E MANN	ER IN WHICH THE PARTIES' NAMES	ADE LICED	IN A DEED OD CONT	DIOT ON HILLS		
63		DO	ES NO	UNDERSTAND THE CONSEQUENCE	S. BUYER	S ADVISED TO COM	THE ALL AND FREE MIDIOR AND TAX	CONSEQUE	ICES IF BUYER.
							CET A LAW TEN ANDRUM AN ACCOL	INTANT BE	OHE SIGNING.
64		l	Buyer o	irects that the deed or contract be pro	epared in the	name of THI	= KIAMATTI TO	Re	
65.				NOVENO HUNDA	<u></u>				
66.		(2)	SCIOW	Agent and Escrow Fees	<u> </u>				·
67.		Ĩ	inis sa	Agent and Escrow Fees e will be closed in escrow by	OUN.	AIN TITL	ECOMPANY		as escrow agent.
68.	łμ	ΔV4	C DEM	WED ALL TERMS ON THE CASE		(Escr	ow Agent)		
00.	1 11	AY I	- ncvi	EWED ALL TERMS ON THIS PAGE	AND HAVE	RECEIVED A TRUE	LEGIBLE COPY OF THIS PAGE A	ND THE EN	ITIRE CONTRACT.
•				K. 7/18/2		Int Date			
				VIVI					

COPYRIGHT 1994 4:94 OREGON ASSOCIATION OF REALTORS' CHRIT

70. 71. 72.	(1) Country of part of country recently V.A. Intancing; ounerwise, escrow take shall be need equally by Country to Countr
	Escrow fees shall be paid by Seller if Buyer obtains Federal V.A. financing; otherwise, escrow fees shall be paid equally by Seller and Buyer. (3) Settlement Date Settlement of this sale shall be on EFF. 1 1975 or as soon throughter an alcolor day.
	Settlement of this sale shall be on, 1925 or as soon thereafter as closing documents are prepared.
3.	Seller and Buyer agree to provide the following items: takes for the relevant tax uses mathematical and an
'4. '5.	
5. 6.	The date of possession.
7.	(a) <u>Cossession Date</u> Possession of the property is to be delivered to Buyer on <u>Secondary</u> , 19 <u>S</u> , or as soon thereafter as existing laws and regulations will permit removal of tenants, if any
8.	
'9. 10.	(6) Preliminary Title Report
U. 1.	Seller will choose a title insurance company. Seller will furnish a preliminary title report to Buyer before settlement. The preliminary title report will show the condition of the title of the real property.
2.	will show the condition of the title of the real property. (7) Title Insurance Policy
3.	Seller will pay for and furnish to Buyer a standard owner's title insurance policy of electers. The stills
4. 5.	purchase price of the real property. The title insurance policy will show good and marketable title to the real property. Buyer will pay all additional premiums if an extended coverage title policy is an extended coverage title policy is an extended to be additional premiums if an extended coverage title policy is an extended to be additional premiums if an extended coverage title policy is an extended to be additional premiums if an extended coverage title policy is an extended to be additional premium and the policy is an extended coverage title policy is an extended to be additional premium and the policy is an extended to be additional premium and the policy is an extended to be additional premium and the policy is an extended to be additional policy and the policy and th
6.	additional premiums if an extended coverage title policy is ordered for Buyer's benefit. (8) <u>Payment of Money Owed Against the Real Property</u>
7.	Money owed against the real property by Seller may be paid out of the numbers
8.	(9) No Reliance on Non-Written Representations of Licensees
9.	Ine parties acknowledge that no party has received or rolling on any second state
5. D. 1.	Seller's Representations (1) No Notice of Liens
2.	Seller has no notice of any fiens to be assessed against the real property.
	(2) water
1. 5.	If the property's water is supplied by an on-site water well, Seller represents that: (a) The water well has provided enough water for household use year-round; (b) To the best of Seller's knowledge the water is fit for human another well has provided enough water for household
». 5.	use year-round; (b) To the best of Seller's knowledge, the water is fit for human consumption; (c) To the best of Seller's knowledge the continued use of the well water is allowed under all relevant laws or increases the for human consumption; (c) To the best of Seller's knowledge the continued
7 .	expense, any on-site water well that supplies water for demontances and regulations. It Seller accepts Buyer's offer, Seller will have, at Seller's
^{).} E.	Seller's/Licensee's Disclaimers
).).	(1) Square Footage/Acreage Disclaimer
	Neither Seller nor licensees represent the square footage of any structure or the acreage of any land being purchased. If square footage or acreage is a material consideration licensees advice that Burge should access the square footage or
	(2) Fire Protection District/Approved Uses(1) inits on Lawsuite Adjant Forming on East Durthers and land before signing this Contract.
i.	
	PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OF COUNTY PLANNING OFFICE THE TO THE
• • • •	Additional Terms
. 1	All of the additional terms contained on pages 3, 4 and 5 of this Contract are incorporated into this Contract. By initialing here, each Buyer signifies that s/he has read, understands and agrees to those terms, including the agreement to arbitrate disputes and the waiver of Buyer's right (if any) to a given by trial of any claim, and also acknowledges that any initial agreement to arbitrate disputes and the waiver of Buyer's right (if any) to a
	Date 7/12/95 Buyer's Initial Automation and a and a and a standard is resincted. EINAL ACKNOWLEDGMENT OF AGENCY RELATIONSHIPS
•	TO BE COMPLETED AT TIME OF CONTRACT & RECEIPT FOR FARNEST MONEY. The following and a state of the second s
. 1	TO BE COMPLETED AT TIME OF CONTRACT & RECEIPT FOR EARNEST MONEY: The following agency relationship(s) in this transaction is (are) hereby consented to and acknowledged for the property
. 1	TO BE COMPLETED AT TIME OF CONTRACT & RECEIPT FOR EARNEST MONEY: The following agency relationship(s) in this transaction is (are) hereby consented to and acknowledged for the property
. 1	10 BE COMPLETED AT TIME OF CONTRACT & RECEIPT FOR EARNEST MONEY: The following agency relationshp(s) in this transaction is (are) interby consented to and acknowledged for the property: (a) <u>CARP / CARP - CARP </u>
: • • •	10 BE COMPLETED AT TIME OF CONTRACT & RECEIPT FOR EARNEST MONEY: The following agency relationship(s) in this transaction is (are) intereby consented to and acknowledged for the property: (a) <u>CARTER LAKE EST</u> (selling real estate licensee) of <u>CARTER LAKE EST</u> (name of real estate orginization) is the agent of (check one); □ the buyer exclusively as an agent of the buyer. □ the seller exclusively as an agent of the seller. Who the seller and the buyer as set out in the in-company agreement. (b) CARTER LAKE CARTER C
· · · · ·	10 BE COMPLETED AT TIME OF CONTRACT & RECEIPT FOR EARNEST MONEY: The following agency relationship(s) in this transaction is (are) intereby consented to and acknowledged for the property: (a) <u>CARTER LAKE EST</u> (selling real estate licensee) of <u>CARTER LAKE EST</u> (name of real estate orginization) is the agent of (check one); □ the buyer exclusively as an agent of the buyer. □ the seller exclusively as an agent of the seller. Who the seller and the buyer as set out in the in-company agreement. (b) CARTER LAKE CARTER C
- 1 - 1 - (10 BE COMPLETED AT TIME OF CONTRACT & RECEIPT FOR EARNEST MONEY: The following agency relationshp(s) in this transaction is (are) hereby consented to and acknowledged for the property: (a) CHARTER LAKE FELLTY (name of real estate orginization) is the agent of (check one); □ the buyer exclusively as an agent of the buyer. □ the seller exclusively as an agent of the buyer exclusively as an agent of the buyer as set out in the in-company agreement. (b) CHARTER LAKE FELLTY (isting agent if not the same as selling agent) of CHARTER LAKE FELLTY (isting agent if not the same as selling agent) of CHARTER LAKE FELLTY (isting agent if not the same as selling agent) of CHARTER LAKE FELLTY (isting agent if not the same as selling agent) buyer as set out in the in-company agreement.
· · · · ·	10 BE COMPLETED AT TIME OF CONTRACT & RECEIPT FOR EARNEST MONEY: The following agency relationship(s) in this transaction is (are) tereby consented to and acknowledged for the property: (a) <u>CAMPEREDATE LARSE EXACT</u> (name of real estate orginization) is the agent of (check one); □ the buyer exclusively as an agent of the buyer. □ the seller exclusively as an agent of the incompany agreement. (b) <u>CAMPEREDATE</u> (clisting agent if not the same as selling agent) of <u>CAMPEREDATE</u> (and the buyer are not not name of real estate organization) is the agent of (check One); □ the subject exclusively as selling agent) of <u>CAMPEREDATE</u> (name of (b) <u>CAMPEREDATE</u> (the subject exclusively as selling agent) of <u>CAMPEREDATE</u> (the subject exclusively as an agent of the subject exclusively as selling agent) of <u>CAMPEREDATE</u> (the subject exclusively as a selling agent) of <u>CAMPEREDATE</u> (the subject exclusively as an agent of the subject exclusively as selling agent) of <u>CAMPEREDATE</u> (the subject exclusively as a selling agent) of <u>CAMPEREDATE</u> (the subject exclusively as a selling agent) of <u>CAMPEREDATE</u> (the subject exclusively as an agent of the subject exclusively as selling agent) of <u>CAMPEREDATE</u> (the subject exclusively as selling agent) of <u>CAMPEREDAT</u>
. (. (10 BE COMPLETED AT TIME OF CONTRACT & RECEIPT FOR EARNEST MONEY: The following agency relationship(s) in this transaction is (are) thereby consented to and acknowledged for the property: (a) <u>CARTER LAGE EESLTY</u> (name of real estate orginization) is the agent of (check one); □ the buyer exclusively as an agent of the buyer. □ the seller exclusively as an agent of the seller. So both the seller and the buyer as set out in the in-company agreement. (b) <u>CARTER LAGE EESLTY</u> (listing agent if not the same as selling agent) of <u>CARTER LAGE EESLTY</u> name of real estate organization) is the agent of (check One); □ the seller exclusively as selling agent) of <u>CARTER LAGE EESLTY</u> name of real estate organization) is the agent of (check One); □ the seller exclusively as selling agent, who the seller and the buyer as set out in the in-company agreement. Buyer's offer
н. Д	10 BE COMPLETED AT TIME OF CONTRACT & RECEIPT FOR EARNEST MONEY: The following agency relationshp(s) in this transaction is (are) hereby consented to and acknowledged for the property: (a) Charles (and acknowledged for the property: (a) Charles (are) (a) Charles (are) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c
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H. H.	10 BE COMPLETED AT TIME OF CONTRACT & RECEIPT FOR EARNEST MONEY: The following agency relationship(s) in this transaction is (are) rereby consented to and acknowledged for the property: (a) Contract at the property is the agent of (check one); □ the buyer exclusively as an agent of the buyer. □ the seller exclusively as an agent of the buyer. □ the seller exclusively as an agent of the buyer. □ the seller exclusively as an agent of the buyer exclusively as an agent of the buyer. □ the seller exclusively as an agent of the buyer as set out in the in-company agreement. (b) Contract and the buyer as set out in the in-company agreement. (c) Contract at the price and addition of the same as selling agent) of Contract at the buyer as set out in the in-company agreement. (b) Contract at the price and on the same as selling agent, where the seller and the buyer as set out in the in-company agreement. (c) Contract of the agent of (check One); □ the seller exclusively as seller's agent, where the seller and the buyer as set out in the in-company agreement. (b) Contract of the seller and the buyer as set out in the in-company agreement. (c) Contract of the seller and the buyer as set out in the in-company agreement. (b) Contract of the seller and the buyer as set out in the in-company agreement. (c) Contract of the seller and the buyer as set out in the in-company agreement. (c) Contract of the seller and the buyer as set out in the in-company agreement. (c) Contract of the seller and the buyer as set out in the in-company agreement. (c) Contract of the seller and the buyer as set out in the in-company agreement. (c) Contract on the seller and the buyer as set out in the in-company agreement. (c) Contract of the seller addition of the seller addition of the seller and the buyer as set out in the in-company agreement. (c) Contract of the seller addition of the s
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		GE THEY HAVE RECEIV	ED THE AGENCY DISCLU	OURE FORMS RE	QUIRED BY LAW		
(4) Tale In	structions and Fee Agreement Isurance	-					
(1) The insurance Seller authorizes licensee to order a prefiminary title report and title insurance at Seller's expense from <u>MAUNTAUN TABLE Co</u>							
(a) Sell	ler agrees to pay Listing Broke	r a commission for services (rendered in this sale as follo	WS:			
XI At settlement, the sum of \$_3,900 in collected funds (U.S. Dollars);							
(b) If th	his is a co-op sale, the commis	sion will be divided as follow:	s: % to Listing	Broker % to	Selling Broker		
(c) If B	luver fails to complete the sale	under the terms of this Cont	ract, all earnest money will	ne distributed as fo	llowe.		
(1)	to the escrow agent for cost of% to Seiler,%	to Listing Broker. Seller's init	tials	1 (2) the balance a 's initials	s follows:		
(3) Deposi	it of Earnest Money						
accept	authorizes and directs the IIc tance of offer and collection of	funds, transfer to the Listing	Broker's client trust account	ace in Selling Bro	ker's client trust accour crow agent.	nt; 🗆 upon	
3. Additional	<u>I Terms</u> additional terms contained on				-		
that s/he i	has read, understands and ac	rees to those terms, includin	d the anreement to arbitrate	disputes and the	waiver of Sallar's right /	(if any) to a	
jury that o	or any claim, and also acknow	riedge that any right to appe	al any award of an arbitrato	r is restricted. This	s offer was presented to	Seller on:	
	Se	ller's Initial	Date	Seli	er's Initial		
C. <u>Acceptan</u>	ce or Uner						
Seller acc	epts Buyer's offer for the price	and on the terms and conti	ngencies set forth in Buyer	s offer. Each Seile	r acknowledges that at I	the time	
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Home Ph		Work Phone # 415 7	75-5152 Date		_, 19 Time	M	
SELLER: Address:			SSAN/TIN	#		[
Home Ph		Work Phone #	Date		, 19 Time	M	
). <u>Count</u>	ter Offer						
LE	egible copy of this con	TRACT, BEARING BUYER'S	FULLY UNDERSTANDS T	OF SELLER SHOW	VING SELLER'S RESPO	ONSE.	
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EXHIBIT

Buchalter, Nemer, Fields 🖾 Younger

ADDENDUM A

ADDENDUM TO LISTING AGREEMENT

5/3/95 DATED:

507 So. 2nd Avenue ADDRESS: Chiloquin, OR 97624

Offers submitted on this property must include the following contingencies:

- Property is sold on "as is" and, "where is", condition with no 1. representations or warranties.
- Sale of subject to "overbid process". 2.
- Sale is subject to bankruptcy "court approval". 3.
- All disputes, controversies or quarrels shall be resolved in 4. the United States Bankruptcy Court for the Northern District of California.

Child H. D. - C

× 7/27/85 Date

•	_ / .		•
Elwan B	James Tranter	7.21.41-	
Seller		Date	

STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed fo	or record at request of _	Mountain 1	Title Comp	any		_ the	9th		day
of	October	A.D., 19 95 a	at <u>11:57</u>	_ o'clock	A M., and duly rec	orded in	n Vol	M95	7
	of	Deeds			on Page <u>27187</u>	·'		_	
					Bernetha G. I	_etsch.	County Cler	k	
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