

MONEY MYTHS SERIES

Land Trusts in California: Why They Don't Do What You Were Told

What a land trust does and doesn't do under California law, including subject-to deals, due-on-sale and reassessment.

By Eric Ridley, attorney, Ridley Law · Updated September 2026 · Read online with live links: ridleylawoffices.com/land-trust-california/

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A California land trust is a revocable living trust with a street address for a name. That's the entire product. It buys you a little less privacy than the pitch says, no protection from anyone who sues you, and nothing your ordinary living trust doesn't already do. What it adds is a second set of documents, a trustee who isn't you, and a few new ways to get reassessed or to lose your lender's cooperation.

California has no land trust statute. The Illinois version, where the idea comes from, treats the beneficiary's interest as personal property and lets a corporate trustee hold title in its own name. Here a "land trust" is a trust, the trustee's name goes on the deed, and if you can revoke it, a creditor can reach it ([Prob. Code, § 18200](#)). The reassessment and due-on-sale exemptions the promoters advertise are real, but they belong to any revocable trust where you're the beneficiary ([Rev. & Tax. Code, § 62](#), subd. (d); 12 U.S.C. § 1701j-3, subd. (d)(8)), and the "advanced" move of assigning the beneficial interest to an LLC is what forfeits both. If you own California real estate and want privacy, protection, or probate avoidance, there is a better tool for each.

What the pitch says	What California law does	Authority
Your name comes off the public record	It stays in the grantor index, and a certification of trust can name you	Prob. Code § 18100.5
Creditors can't reach it	If you can revoke it, they can reach it	Prob. Code § 18200
It avoids reassessment	Yes, but any revocable trust you benefit from does the same, and assigning the beneficial interest to an LLC ends it	Rev. & Tax. Code § 62(d)

What the pitch says	What California law does	Authority
Your lender can't call the loan	Protected only while you remain a beneficiary, on residential property of fewer than five units	12 U.S.C. § 1701j-3(d)(8)
It avoids probate	Yes, as any funded revocable trust does, but it doesn't coordinate with the rest of your plan	Claim 5 below

0

California statutes that define a land trust

< 5 units

and you live there: the only homes the federal due-on-sale exception covers

\$497

typical price of a land trust course sold to investors (promoters' own pages, 2026)

2 years

to rescind an unconscionable equity purchase from a homeowner in foreclosure (Civ. Code § 1695.14)

Two different things are called a land trust

Before anything else, make sure you're being sold the one this page is about.

A **conservation land trust** is a nonprofit that holds conservation easements over open space, farmland, or habitat. California authorizes those by statute and limits who can hold the easement to qualified nonprofits, government entities, and tribes. (Civ. Code, § 815.3.) The Ojai Valley Land Conservancy and the Land Trust of Santa Barbara County are land trusts in that sense. They're legitimate, they do good work, and they have nothing to do with hiding your rental duplex.

A **title-holding land trust** is what the real estate seminar means. You deed your property to a trustee, keep the beneficial interest for yourself, and the theory is that the county records now show a trust name instead of yours, that creditors can't get at it, and that your mortgage lender and the assessor won't notice a thing. That's the one I'm taking apart.

Who gets paid. Land trusts are sold mostly through real estate investing courses and seminars, not by estate planning lawyers. One course seller lists its basic course at \$497 to \$597 and its complete course at \$897 to \$997. Another sells a \$497 course whose syllabus includes "how to use a land trust to circumvent the 'due-on-sale' provision of a mortgage or deed of trust." Investor summits pairing "subject-to" deals with land trusts sell tickets on top of that. The seminar business has a record with regulators: the principals of Response Marketing Group (Nudge), whose seminars the FTC said left more than 95 percent of surveyed attendees paying Nudge more than they netted, agreed to pay \$15 million and were banned from selling "wealth creation" products (FTC, 2019; FTC, 2024), and Zurixx was banned from selling real estate coaching, with more than \$12 million refunded (FTC, 2024). Neither case was about land trusts. They show who tends to be on the other side of the pitch.

California has no land trust statute

The land trust is an Illinois invention, and Florida later copied it by statute. (Fla. Stat. § 689.071.) Illinois recognizes it by statute: a corporate trustee holds both legal and equitable title, the beneficiary keeps possession, control, and the proceeds, and the beneficiary's interest is classified as personal property rather than an interest in real estate. (765 ILCS 435/5.) That last part is the whole mechanism. Because the beneficial interest is personal property, a beneficiary can assign it with a signature and nothing gets recorded. Because the trustee is a bank or a title company, the trustee's name on the deed tells you nothing about who owns the building. Illinois also had to pass a separate disclosure act requiring beneficiaries to identify themselves under penalty of perjury in a list of situations, which tells you the privacy was real enough to cause problems. (765 ILCS 405.)

California has none of that. There's no statute defining a land trust, no rule treating the beneficial interest as personal property, and no special standing for the trustee. A trust here isn't an entity at all. It's a relationship, and title to trust property is held by the trustee, not by the trust. (*Portico Management Group, LLC v. Harrison* (2011) 202 Cal.App.4th 464.) So the deed doesn't read "The 1234 Main Street Trust." It reads "Jane Doe, Trustee of the 1234 Main Street Trust dated March 1, 2026," and Jane Doe is either you or someone you're paying.

What you get when a California promoter sells you a land trust is a revocable trust drafted under the Probate Code, holding one property, with a nickname. Every legal consequence follows from that description, not from the label.

Claim 1: "Your name comes off the public record"

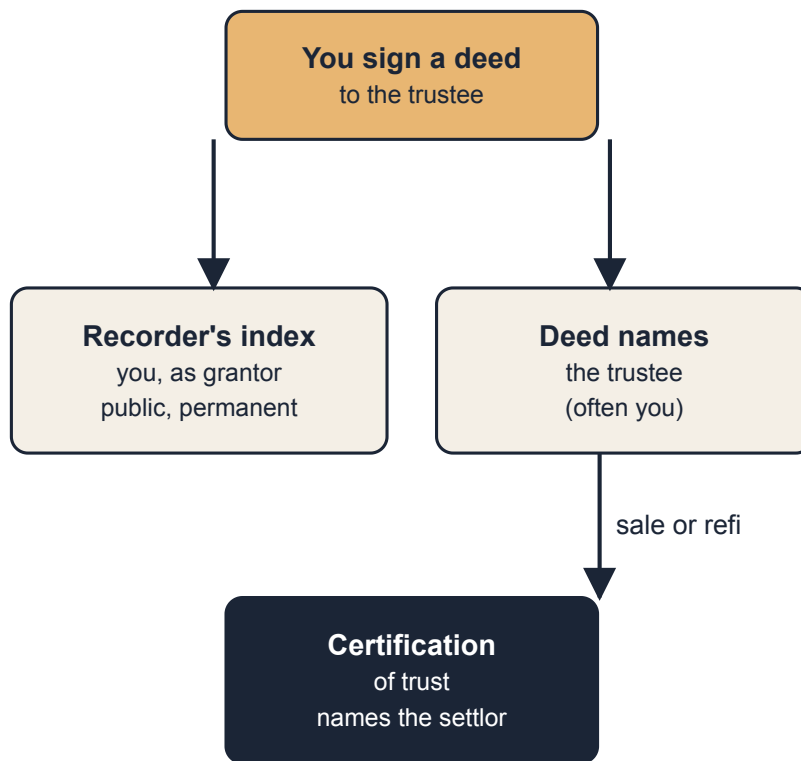
Your name comes off the grantee line only if someone else is the trustee, and it stays in the grantor index either way.

You're the grantor. The deed that moves the property into the trust is recorded, and it's indexed under your name as grantor. Anyone reading the recorder's index sees the property go from you to the trustee, which tells them the trust is you. Nothing removes that entry. I've written about the chain-of-title problem at length on the [keep my name off my property](#) page, and it applies here in full: a privacy structure works from the day you record it and does almost nothing about what was recorded before.

You're probably the trustee too. Most seminar land trusts name you, or your spouse, as trustee, because a professional trustee costs money every year. If you're the trustee, your name is on the new deed as grantee. The privacy gain is zero.

A nominee trustee doesn't stay anonymous. The upgraded version names a friend, an LLC, or a paid nominee as trustee. That keeps your name off the grantee line. It doesn't survive the first transaction. When the trustee sells, refinances, or does anything a title company or lender has to insure, they'll ask for a certification of trust, and the statute lets that certification confirm "the identity of the settlor or settlors" and "the identity of any person holding any power to revoke the trust." (Prob. Code, § 18100.5, subds. (b)(2), (b)(4).) Any person may record it in the

county where the property sits, and once recorded it "shall be a public record of the real property involved." (Prob. Code, § 18100.5, subd. (i).) So the document that proves your trustee can act is the document that names you, and it's designed to be recorded next to the deed.



Tenants can always find you. If the property is a rental, the lease has to name an owner or an agent for service, with a street address, and an owner who doesn't comply can't evict for rent that came due during the noncompliance. (Civ. Code, § 1962, subds. (a), (c).) The people most likely to sue a landlord are the people the statute guarantees can locate one. City rent registries and business license renewals ask the same question on a form, and the trustee answers it.

If privacy is the real goal, the list of things that work is short and cheap, and I've laid it out on the [privacy page](#). A trust as manager of your LLC, data broker removal, a business address on filings, and buying in the entity from day one. None of them is a land trust.

Claim 2: "Creditors can't reach property in a land trust"

If you can revoke it, they can reach it. "If the settlor retains the power to revoke the trust in whole or in part, the trust property is subject to the claims of creditors of the settlor to the extent of the power of revocation during the lifetime of the settlor." (Prob. Code, § 18200.) A land trust where you keep the beneficial interest and the right to direct the trustee is revocable by design.

Making it irrevocable doesn't fix it either. The next move is to draft the trust as irrevocable with a spendthrift clause and call it protected. California rejects that when the settlor is also the beneficiary: "the restraint is invalid against transferees or creditors of the settlor." ([Prob. Code, § 15304](#), subd. (a).) A creditor can reach the maximum amount the trustee could pay you. ([Prob. Code, § 15304](#), subd. (b).) The self-settled trust problem is [Myth 4](#) on the main asset protection page, and a land trust doesn't get around it by holding real estate instead of cash.

The Illinois trick isn't available. The genuine argument in Illinois is that the beneficiary owns personal property, not land, so a judgment lien on real estate doesn't attach and the creditor has to chase the beneficial interest instead. Even there, creditors do chase it. Here the argument doesn't exist, because nothing in California law reclassifies your interest. You're the settlor and beneficiary of a revocable trust holding a house.

Moving the property after trouble starts makes it worse. A transfer is voidable if made "with actual intent to hinder, delay, or defraud any creditor," and the statute lists what courts look at: whether you kept possession or control of what you transferred, whether the transfer was concealed, and whether you'd been sued or threatened with suit beforehand. ([Civ. Code, § 3439.04](#), subds. (a)(1), (b)(2), (b)(3), (b)(4).) A land trust checks the first two boxes on its face. You keep control, and concealment is the selling point. If the third box is checked too, you've handed the plaintiff's lawyer the outline of a voidable transfer claim, plus the deed as Exhibit A.

Privacy ends at the debtor's exam. After judgment, a creditor can bring you into court and question you under oath about what you own. ([Code Civ. Proc., § 708.110](#).) "What real property do you have an interest in, directly or through any trust?" is the second question they ask. Lying is perjury. Your name being off the deed was worth about a week.

The order that protects a California property owner is insurance first, the exemptions the law already gives you second, and structures third, all of it before anyone has a claim. That order, and the reasons for it, are the spine of [Asset protection in California: what actually works](#).

Claim 3: "A land trust avoids property tax reassessment"

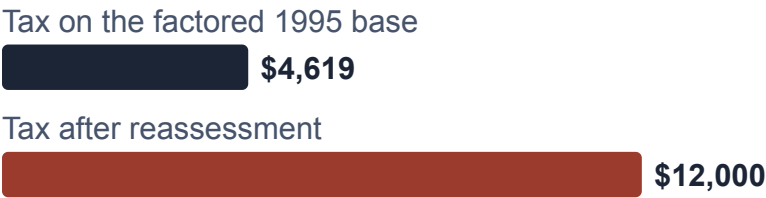
It does, for the same reason your living trust does.

Transferring property into a trust isn't a change in ownership "for so long as (1) the transferor is the present beneficiary of the trust, or (2) the trust is revocable." ([Rev. & Tax. Code, § 62](#), subd. (d).) That exclusion is why your ordinary living trust doesn't trigger reassessment. A land trust qualifies for the identical reason: it's a revocable trust with you as beneficiary. Nobody needs a second trust to get an exclusion the first one already has.

The "advanced" structure has you assign the beneficial interest of the land trust to an LLC, so the trust holds title and the LLC holds the trust. The moment the beneficial interest leaves you, the § 62(d) exclusion stops applying by its own terms, because you're no longer the present beneficiary. A change in ownership is any "transfer of a present interest in real property, including the beneficial use thereof." ([Rev. & Tax. Code, § 60](#).) An assignment of the beneficial interest to an entity is that transfer. Whether some other exclusion saves you depends on facts the

promoter never asked about, and the person who finds out is the assessor, who has a change-in-ownership statement process and penalties for skipping it. ([Rev. & Tax. Code, § 480.](#)) On a property with a 1990s base year, a reassessment can cost more in the first year than the land trust cost to set up.

A hypothetical shows the scale. California caps the base property tax at 1% of full cash value and lets the base year value rise no more than 2% a year until a change in ownership resets it (Cal. Const., art. XIII A, §§ 1, subd. (a), 2, subds. (a), (b)). A house bought in 1995 for \$250,000 has a factored base of at most about \$461,897 in 2026. If it's reassessed at \$1,200,000, the 1% tax alone goes up by about \$7,381 a year, before local bonds and assessments.



	Value	1% base tax
Factored 1995 base (2% cap, 31 years)	\$461,897	\$4,619
Reassessed market value (hypothetical)	\$1,200,000	\$12,000
Added tax each year		\$7,381

Claim 4: "Your lender can't call the loan"

The federal Garn-St Germain Act stops a lender from using a due-on-sale clause on "a transfer into an inter vivos trust in which the borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property," on residential property of fewer than five units. (12 U.S.C. § 1701j-3, subd. (d)(8).) That's why you can fund your living trust without asking the bank.

A land trust gets the same protection for the same reason and no more. Assign the beneficial interest to your LLC and the borrower no longer "is and remains a beneficiary." Use it on a five-unit building or a commercial property and the subsection never applied. Either way the lender is back to whatever the deed of trust says, and most say they can accelerate. Investors are routinely told the land trust is how you get around due-on-sale. It's how you get the exemption you already had, right up until you do the thing you were told to do next.

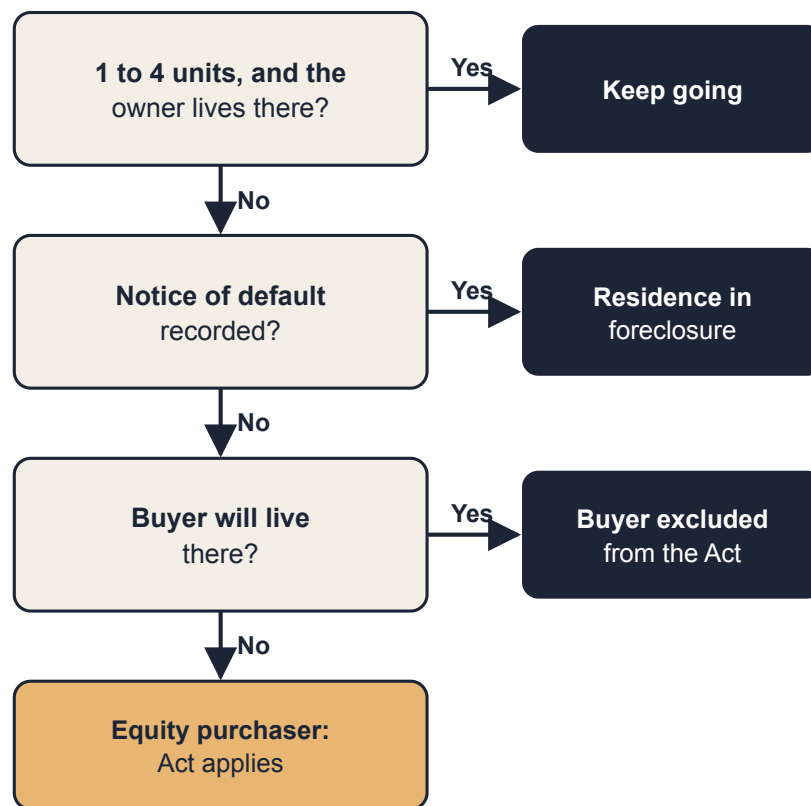
Two more limits matter to investors. The federal regulation that carries out this exception applies it to a loan "on the security of a home occupied or to be occupied by the borrower," and the trust branch requires the borrower to be "the beneficiary and occupant of the property" ([12 C.F.R. § 191.5\(b\)\(1\)\(vi\)](#)). A rental you don't live in isn't covered. And the largest buyer of home loans tells its servicers to treat "the purchase of a property 'subject to' the mortgage loan" and "any other land trust device" as a transfer of ownership when they enforce a due-on-sale clause ([Fannie Mae Servicing Guide D1-4.1-01](#)). The lender's own rulebook names the device the course says will get you around it.

What about land trusts in "subject-to" deals?

A subject-to deal is a purchase where the buyer takes title and leaves the seller's mortgage in place, and the land trust is usually sold as the way to keep the lender from noticing; in California it doesn't stop the lender, and if the seller is behind on payments it can put the buyer under one of the state's strictest consumer laws.

Creative-finance courses teach the move this way: the seller deeds the house into a land trust, then assigns the beneficial interest to the investor. Even promoters disagree about whether it works. One Florida firm that sets these up wrote that the land trust "helps avoid this problem," while conceding the lender's "acceleration rights remain available." The lender's servicing rules quoted above treat both the subject-to purchase and the land trust device as transfers.

If the seller is in foreclosure, California's Home Equity Sales Contracts Act applies. A buyer who acquires title to a one- to four-unit home the owner lives in, with a notice of default recorded, is an "equity purchaser" unless the buyer is buying it to live in (Civ. Code § 1695.1, subds. (a), (b)). The contract has to be in writing with specific notices, the seller can cancel until midnight of the fifth business day or 8 a.m. on the day of the foreclosure sale, whichever comes first (§ 1695.4, subd. (a)), and a purchase that takes unconscionable advantage of the owner can be rescinded within two years (§§ 1695.13, 1695.14). Violations carry exemplary damages of at least three times actual damages (§ 1695.7) and up to a \$25,000 fine and a year in county jail per violation (§ 1695.8). Someone paid to "save" an owner's home from foreclosure is a foreclosure consultant and can't take an interest in it (§§ 2945.1, 2945.4, subd. (e)).



The Attorney General's office has prosecuted title-transfer "rescue" schemes under these statutes. In one, the defendant was convicted of 100 felony counts and sentenced to more than 25 years in prison, and the office said every victim lost their home ([California Attorney General, Nov. 2023](#)). That case didn't involve a land trust. It shows what California does with deals that move title away from owners in distress. Whether "wholesaling" contracts for a profit requires a real estate license here is unsettled; a 2026 bill to require one, AB 1850, was held in committee ([AB 1850](#)).

Claim 5: "It avoids probate"

Any funded revocable trust avoids probate on what it holds. That's what a living trust is for, and it's the reason most of my clients have one. A land trust holding one property does the same job for that one property.

What it doesn't do is coordinate with the rest of your plan. The typical seminar setup leaves you with one land trust per property, each with its own trustee succession, and a living trust that doesn't know any of them exist. When you die, your successor trustee has to locate every single-property trust, figure out who succeeds as trustee of each, and reconcile the beneficiary designations against your main trust. If the beneficial interests were assigned to an LLC, the membership interest in that LLC has to be in your living trust or it goes through probate, which is the outcome the whole structure was supposed to prevent. I've unwound this for families. It's a few thousand dollars of attorney time to accomplish what a schedule of assets in one trust does for free.

What it costs you

The costs show up later.

- **Title insurance.** Your owner's policy insured you. Whether it still covers the trustee after you deed the property in depends on the policy form and on an endorsement your title company may or may not issue. Some California title companies won't insure a land trust at all, because nothing in our law says what one is. Ask before recording.
- **No tax benefit, and a question you'd rather not be asked.** A trust you can revoke is a grantor trust. The income is yours and goes on your own return. (26 U.S.C. § 676.) There's no deduction, no deferral, and no separate taxpayer. What there is, if the structure exists to make ownership hard to trace, is an arrangement that looks like it was built to hide something, which is the one feature an auditor and a plaintiff's lawyer agree on.
- **Hazard insurance.** The named insured on your homeowner's or landlord policy is you. If the trustee owns the building, the carrier needs to know, or you have a coverage argument at the worst possible time. The [landlord insurance](#) page describes the same gap from a different direction.
- **A trustee you don't control.** A nominee trustee is a person who has to sign every deed, every refinance, every lease if the trust is drafted that way, and who can die, move, or stop returning calls.
- **Annual fees, if the trustee is paid.** Corporate trustees charge. Friends don't, and friends are worse at it.
- **A false sense of security.** People who believe the property is protected skip the umbrella policy, don't check their homestead, and don't form the LLC that would have helped.

Land trust vs. living trust vs. LLC

Side by side, the land trust never does a job the other two don't do better.

Goal	Land trust in California	Living trust	California LLC
Avoid probate	Yes, for the one property it holds	Yes, for everything on its schedule	Only if the membership interest is in your trust
Keep your name off the record	No: you stay in the grantor index	No	Partly, with a trust as manager
Stop your own creditors	No (Prob. Code § 18200)	No (Prob. Code § 18200)	Limits claims from the property's own liabilities
Avoid reassessment going in	Yes, while revocable or you're beneficiary	Yes, same rule	Depends on the transfer; ask first
Avoid due-on-sale	Only as a living trust would, on a home you live in	Yes, on a home you live in	No; get the lender's consent
Coordinates with the rest of your plan	No	Yes	Yes, if your trust owns it

What to do instead

Sort out which problem you're solving, because the tools are different.

If it's privacy: a trust as manager of your LLC so the Secretary of State search dead-ends, data broker removal, a business address on anything filed, and buying new property in the entity from day one. All of it is on the [keep my name off my property](#) page.

If it's liability from a rental: a California LLC, formed and maintained here, with adequate insurance on top of it, and the order of operations in [the rental property LLC guide](#). The Wyoming and Nevada versions are covered, and rejected, in [why out-of-state LLCs won't save you in California](#).

If it's your own creditors and your own house: insurance, then the homestead exemption, then the retirement account protections, in that order, and a hard look at whether anything is exposed after those three. That's [Part 5 of the asset protection guide](#).

If it's probate: one living trust, funded, with every property on its schedule. The kind of plan I do every week.

Don't pay for a structure whose only verifiable effect in California is a new name on a deed that still has your name on it.

Frequently asked questions

Are land trusts legal in California?

Yes, in the sense that nothing prohibits you from creating a revocable trust and naming it after a street address. There's no statute authorizing a "land trust" as a distinct thing, so what you get is an ordinary trust under the Probate Code with whatever powers the document gives the trustee. The question worth asking is whether it does anything the rest of your plan doesn't.

Does a land trust protect my property from a lawsuit in California?

No. If you can revoke it, the property is subject to your creditors' claims during your lifetime. (Prob. Code, § 18200.) If it's irrevocable and you're the beneficiary, a spendthrift clause is invalid against your creditors. (Prob. Code, § 15304.) After a judgment, you'll be examined under oath about what you own, trusts included. The privacy delays a creditor by days, not years.

Will putting my house in a land trust trigger reassessment?

Not on the way in, as long as you're the present beneficiary or the trust is revocable. (Rev. & Tax. Code, § 62, subd. (d).) It can trigger reassessment later if you assign the beneficial interest to someone else, including your own LLC, because you're no longer the present beneficiary. Your existing living trust gets the same exclusion, so the land trust adds a risk without adding a benefit.

Can my lender call the loan if I deed my rental into a land trust?

Not on residential property of fewer than five units while you remain a beneficiary. (12 U.S.C. § 1701j-3, subd. (d) (8).) That protection ends if you assign the beneficial interest to an LLC, and it never covered a five-unit building or a commercial property. Read the deed of trust before you count on it.

Is a land trust the same as a living trust?

In California, functionally yes. Both are revocable trusts. A living trust holds everything you own and is coordinated with your will and powers of attorney. A land trust holds one property, usually with a separate trustee, and usually with no connection to the rest of your plan. The land trust is the living trust with fewer assets and more paperwork.

What about an LLC as the beneficiary of the land trust?

That's the structure most often sold as "advanced," and it's the one that forfeits the two exemptions the promoter advertised. Assigning the beneficial interest to an LLC removes you as present beneficiary, which ends the reassessment exclusion and the due-on-sale exemption at the same time. If you want an LLC to own the property, deed it to the LLC and deal with the lender and the assessor directly, with your eyes open. The land trust in the middle doesn't hide the transfer from either of them.

Can I just name a friend as trustee so my name isn't on anything?

You can, and your name stays on the deed into the trust as grantor. Then, at the first sale or refinance, the title company asks for a certification of trust, which identifies the settlor and anyone holding a power to revoke, and which can be recorded as a public record of the property. (Prob. Code, § 18100.5.) You've also made a friend the only person who can sign for your building.

Does a land trust help with Medi-Cal or estate recovery?

No. Property you can revoke back to yourself is counted as yours. The tools for that problem are on the [protecting your house from Medi-Cal](#) page, and a land trust isn't one of them.

Can I use a land trust to buy a house "subject to" the existing mortgage in California?

You can, but it doesn't stop the lender from calling the loan. Fannie Mae tells servicers to treat a subject-to purchase and "any other land trust device" as a transfer of ownership, and the federal due-on-sale exception only covers a trust where the borrower stays the beneficiary and lives in the home. If the seller is behind and a notice of default is recorded, California's Home Equity Sales Contracts Act (Civ. Code § 1695 et seq.) also applies, with cancellation rights, two-year rescission, treble damages and criminal penalties.

Does a land trust protect a rental from the due-on-sale clause?

No. The federal regulation applies the trust exception to a home the borrower occupies, and requires the borrower to be "the beneficiary and occupant" (12 C.F.R. § 191.5(b)(1)(vi)). A rental you don't live in has no exception, so the deed of trust controls.

Sources

- Prob. Code, § 18200 (revocable trust property subject to settlor's creditors).
- Prob. Code, § 15304 (self-settled spendthrift restraint invalid against settlor's creditors).
- Prob. Code, § 18100.5 (certification of trust; contents; recording).
- Civ. Code, § 3439.04 (Uniform Voidable Transactions Act; actual intent factors).
- Civ. Code, § 1962 (landlord disclosure of owner or agent to tenants).
- Civ. Code, § 815.3 (who may hold a conservation easement).
- Code Civ. Proc., § 708.110 (examination of judgment debtor).
- Rev. & Tax. Code, §§ 60, 62, subd. (d), 480 (change in ownership; trust exclusion; change-in-ownership statement).
- 12 U.S.C. § 1701j-3, subd. (d)(8) (Garn-St Germain; transfer into inter vivos trust).
- 26 U.S.C. § 676 (grantor treated as owner where power to revoke is retained).
- Fla. Stat. § 689.071 (Florida Land Trust Act).
- 765 ILCS 435/5; 765 ILCS 405 (Illinois land trust definition; beneficial interest disclosure).
- *Portico Management Group, LLC v. Harrison* (2011) 202 Cal.App.4th 464 (a trust is not an entity; the trustee holds title).
- Civ. Code, §§ 1695.1, 1695.4, 1695.7, 1695.8, 1695.13, 1695.14 (Home Equity Sales Contracts Act); §§ 2945.1, 2945.4 (mortgage foreclosure consultants).
- Cal. Const., art. XIII A, §§ 1, 2 (1% rate; 2% inflation cap; reassessment on change in ownership).
- 12 C.F.R. § 191.5(b)(1)(vi) (due-on-sale exception for a trust where the borrower is beneficiary and occupant).
- Fannie Mae Servicing Guide D1-4.1-01, Determining Whether a Transfer of Ownership Is Permitted (accessed Oct. 2026).
- FTC and Utah v. Response Marketing Group (D. Utah, No. 2:19-cv-00867); FTC and Utah v. Zurixx, LLC (D. Utah, No. 2:19-cv-00713); FTC refund announcements (2024).
- California Attorney General, Sedlar / Grand View Financial sentencing release (Nov. 2023); AB 1850 (2025-2026 Reg. Sess.).
- Land trust course pages of two national course sellers (prices and syllabi as published, accessed Oct. 2026).

Related reading

- [Asset protection in California: what actually works and what is a myth](#)
- [Can I keep my name off my California property?](#)
- [Why out-of-state LLCs will not save you in California](#)
- [Should your rental property be in an LLC?](#)
- [LLCs for California rental property](#)
- [Asset protection for California landlords](#)
- [Does your landlord policy cover a habitability claim?](#)
- [What a trust can and cannot do](#)

Questions about your own plan?

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