

Recording Requested by
and When Recorded Return to:

GE Capital Mortgage Services of California, Inc.
TOWER II, 1701 GOLF ROAD, SUITE 407
ROLLING MEADOWS, IL 60008

Attn: KATY ROBINSON

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3008194

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MORTGAGE

Loan Number 9106111

THE NOTE THIS SECURITY INSTRUMENT SECURES CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND MONTHLY PAYMENT

THIS MORTGAGE ("Security Instrument") is given on December 7, 1993.
The mortgagor is HOWARD M. POLAY, A SINGLE PERSON NEVER MARRIED ("Borrower").
This Security Instrument is given to GE Capital Mortgage Services of California, Inc., which is organized and existing under the laws of DELAWARE, and whose address is 4880 HALLMARK PARKWAY, SAN BERNARDINO, CA 92407 ("Lender"). Borrower owes Lender the principal sum of One Hundred Eighty Six Thousand and no/100 Dollars (U.S.\$ 186,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2024. 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 LAKE County, Illinois:

LOT 2 IN BLOCK 6 IN H. M. CORNELL COMPANY'S BRIARWOODS, A RESUBDIVISION OF PARTS OF H. O. STONE AND COMPANY'S ADDITION TO DEERFIELD, IN SECTIONS 28 AND 29, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED NOVEMBER 27, 1928, AS DOCUMENT 328430, IN BOOK "7" OF PLATS, PAGES 40 AND 41, IN LAKE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 16-28-110-010

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COOK COUNTY RECORDER

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which has the address of 1336 KNOLLWOOD ROAD, DEERFIELD, ILLINOIS 60015 ("Property Address");
(Street) (City) (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
PA5046IL (10/92)
ILO1 (11/92)

Form 3014 9/90 (page 1 of 4 pages)

Box 393

2500
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the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, 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 market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damage, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against a successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower 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 due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may

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ADJUSTABLE RATE RIDER
(1 Year Treasury Index Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 7th day of December, 19 93 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to GE Capital Mortgage Services of California, Inc.

A DELAWARE CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1336 KNOLLWOOD ROAD

DEERFIELD, IL 60015

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 4.8750%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of January, 19 95, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three percentage points (3.0000%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe at the Change Date in full on the maturity date, at my new interest rate, in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 6.8750% or less than 2.8750%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 10.8750%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Family - Fannie Mae/Freddie Mac Uniform Instrument

Form 3111 3-85

PA9052 (7/85)

A156 (02/92) Page 1 of 2

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MULTI-STATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Family - Fannie Mae/Freddie Mac Uniform Instrument
PA9052 (7/85)
A156A (02/82) Page 2 of 2

Form 3111 3-85

Property of Cook County Clerk's Office

Borrower - HOWARD M. POLAY
 (Seal) _____

Borrower -
 (Seal) _____

Borrower -
 (Seal) _____

Borrower -
 (Seal) _____

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

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ADDENDUM TO ADJUSTABLE RATE RIDER (Fixed Rate Conversion Option)

THIS ADDENDUM TO ADJUSTABLE RATE RIDER (the "Rider Addendum") is made this 7th day of December, 1993, and is incorporated into and shall be deemed to amend and supplement the adjustable rate rider (the "Rider") to the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Rider Addendum and given by the undersigned (the "Borrower") to secure Borrower's adjustable rate note with the addendum to adjustable rate note in favor of GE Capital Mortgage Services of California, Inc. (the "Lender") and dated as of even date herewith (the "Note"), covering the property described in the Security Instrument and located at:

1336 KNOLLWOOD ROAD DEERFIELD IL 60015

[Property Address]

The interest rate stated on the Note is called the "Note Rate". The date of the Note is called the "Note Date". I understand that the Lender may transfer the Note, the Security Instrument, the Rider and this Rider Addendum. The Lender or anyone who takes the Note, the Security Instrument, the Rider and this Rider Addendum by transfer and who is entitled to receive payments under the Note is called the "Note Holder". Each date on which my adjustable interest rate could change is called a "Change Date".

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument and Rider, Borrower and Lender further covenant and agree as follows:

1. FIXED INTEREST RATE OPTION

I have a Conversion Option that I can exercise if all the conditions explained in Section 2 below are met. The "Conversion Option" is my option to convert the adjustable interest rate with interest rate limits I am required to pay under the Note from an adjustable rate to the fixed rate calculated under Section 4 below.

The Conversion Option will be available to me only on the Change Date immediately preceding the third, fourth or fifth anniversary date of the first payment due date. Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate also is called a "Conversion Date". I can convert my interest rate only once on one of the three Conversion Dates.

2. CONDITIONS TO EXERCISING THE CONVERSION OPTION

If I want to exercise the Conversion Option, certain conditions must be met. These conditions are that: (a) I must give the Note Holder notice that I want to do so at least 30 days before the next Conversion Date; (b) on the date I give the Note Holder notice that I wish to exercise the Conversion Option (the "Exercise Date"), I must not be in default under the Note or the Security Instrument and I must not have been delinquent thirty days in making any payment I was required to make under the Note during the twelve months immediately preceding the Exercise Date; (c) I must pay the Note Holder a conversion fee of U.S. \$250.00; (d) I must supply to the Note Holder information necessary to complete an updated credit review and I must pay any credit review fees paid by the Note Holder to third parties; (e) I must occupy the property described in the Security Instrument as my primary residence; (f) if the Note Holder believes the value of the property described in the Security Instrument may have declined since the Note Date, the Note Holder must have received an updated appraisal of the property described in the Security Instrument prepared by an appraiser acceptable to the Note Holder and I must pay any related appraisal fee paid by the Note Holder to a third party; and (g) I must complete, sign and forward to the Note Holder within the time period prescribed in Section 3 below any documents the Note Holder requires to effect the conversion. I understand that I may not be allowed to exercise the Conversion Option if I do not meet the Note Holder's property and credit standards.

3. EXERCISING THE CONVERSION OPTION

To obtain information as to the currently available fixed rate, I may telephone the Note Holder at the telephone number provided to me by the Note Holder. I understand there can be no assurance that this rate will be available at any time subsequent to the telephone call, even on the same day. The Note Holder will notify me in writing if the phone number should change. To notify the Note Holder that I want to exercise the Conversion Option, I must call this phone number at least 30 days prior to the Conversion Date, between the hours of 9:00 a.m. and 1:00 p.m. Pacific Time. The Note Holder may record our telephone conversations.

 (Seal) -Borrower

 (Seal) -Borrower
 HOWARD M. POLAY

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider Addendum.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed to Borrower must pay all sums secured by the 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.

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 thirty days from the date the notice is delivered or mailed to Borrower must pay all sums secured by the 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.

Uniform Covenant 17 of the Security Instrument will be amended to read as follows:

6. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

If I exercise the Conversion Option under the conditions stated in this Rider Addendum, until the maturity date unless I pay the Note in full prior to the maturity date.

after the Conversion Date, I will pay this new amount as my monthly principal and interest payment amount of my monthly principal and interest payment. Beginning with my first monthly payment Converted Rate for substantially equal payments. The result of this calculation will be the new I am expected to owe on the Conversion Date in full by the maturity date of the Note at the monthly payment that will be sufficient to repay the unpaid principal plus accrued but unpaid interest. If I exercise the Conversion Option, the Note Holder will determine the amount of the

5. CALCULATION OF THE NEW PAYMENT AMOUNT

The new, fixed interest rate ("Converted Rate") will be equal to the Federal National Mortgage Association's required net yield, as of the date and time specified by the Note Holder, for the purchase of thirty-year, fixed-rate mortgage loans under sixty-day mandatory delivery commitments, plus one and five-eighths percentage points (1.625%) rounded up to the nearest one eighth of one percent (0.125%). If the yield is no longer available, the Note Holder will substitute a comparable yield. The Converted Rate will not exceed 25% or any applicable state usury ceiling. The interest rate limitations contained in the Note will not apply to the Converted Rate.

4. CALCULATION OF THE CONVERTED RATE

Once I notify the Note Holder that I am exercising the Conversion Option, the Note Holder will forward to me any documents necessary to effect the Conversion Option. I must complete and sign the documents provided by the Note Holder and return them to the Note Holder together with the conversion fee and appraisal and credit review fees described in Section 2 above. If the fees and properly completed documents are not received by the Note Holder within five business days of my receipt of those documents, my adjustable interest rate will not be converted to a fixed interest rate and I will forfeit my Conversion Option until the next Conversion Date.

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