

ABSTRACT

MORTGAGE

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programme in a constant GRANTOR (It is a thin or) the process from	BORROWER
LEROY J. BARRY	LEROY J. BARRY
Frances D. Barry	FRANCES D. BARRY
HUSBAND AND WIFE	The Bell of the second of the first transfer of the second
	 Control of the second of the se
ADDHESS"	ADDRESS
1538 WEBSTER LANE	1538 WEBSTER LANE
DES PLAINES, IL 60018	DES PLAINES, IL 60018

FIRST BANK OF SOUTH DAKOTA (NATIONAL ASSOCIATION), A NATIONAL BANKING ASSOCIATION 141 NORTH MAIN AVENUE SIOUX FALLS, SD 57117 LENDER: mismit - m

1. GRANT. For good and valuable consideration, Grantor hereby mortpages and warrants to Lender Identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses 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 property (cumulatively "Property").

2. OBLIGATIONS. This, Nortgage shall secure the payment and performance of all of Borrower's and Grantor's present and future, indebtudness, liabilities, obligations and constants.

(a) this Mortgage and the following agreement:

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1	PRINCIPAL AMOUNT/ CREDIT LIMIT	NOTE/	MATURITY DAYE	
10	\$77,000.00	10/22/94	10/22/99	A. C. Marcollo, S. G. Santon, Epidemonto, P. G. Santon, C. Sant
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(b) all renewals, extensions, amendments, r. or in allons, replacements or substitutions to any of the foregoing; (c) applicable law. antanes da s

3. PURPOSE This Mortgage and the Obligations des albe I herein are executed and incurred for consumer purposes.

EXPENSES. To the extent permitted by law, this Mortgage socures the repayment of all amounts expended by Lender to perform Granton's covenants under this Moltgage 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 represer is, varrants and covenants to Lander that:

(a) Giantor shall maintain the Property free of all liens, security interests, an numbrances and claims except for this Mortgage and liens and encumbrances of record;
(b) Neither Grantor nor, to the best of Grantor's knowledge, any other party har us at, generated, released, discharged, stored, or disposed of any Hazardous Materials as defined herein, in connection with the Property or transport of any Hazardous Materials to or from the Property, Grantor stell not commit or permit such actions to be taken in the future. The term 'Hazardous waterials' shall mean any hazardous waste, toxic substances, or any other commits or permit such actions to be taken in the future. other substance, material, or waste which is or becomes regulated by any governmental jutho ity including, but not limited to, (i) petroleum; (ii) righter or nonlitable aspectos; (ii) polychlorinated blohenvis; (iv) those substances, materials aspectos; (iii) polychlorinated blohenvis; (iv) those substances, materials aspectos; (iii) polychlorinated blohenvis; (iv) those substances, materials aspectos; (iii) polychlorinated blohenvis; (iv) those substances, materials aspectos. or nontriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials o, wast a 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 materials or replacements to these substances, materials or wastes defined as a "hazardous waste" pursuant to Section 100 (c) the Resource Conservation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 100 (c) the Resource 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 Response, Compensation and Liability Act, or any amenum of the regulation or ordinance and or paragraphs in effect. similar statute, rule, regulation or ordinance now or hereafter in effect;

(c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mort are and these actions do not and shall not conflict with the provisions of any statute regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;

(d) No action or proceeding is of 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 othe represent which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or near at 1,3 the Property pursuant to this

7. TRANSFERS OF THE PROPERTY OR BELIEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person with out 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 the real property described in Schedule A, or any interest therein, or of all or any beneficial therein a language of the real property described in Schedule Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), bender may, it ander's option declare the sums secured by this Mortgage to be immediately due and payable, and Lander may invoke any remedies permitted 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 of 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 monles 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 pieced 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 therefor. If Grantor receives at any time any written communication (and any subsequent communications relating thereto) to Lender:

Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender:

AGREEMENTS. See Payas THERD BARTY Lender shall be entitled to notify or require Grantor to notify any third party fincluding, but

any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to tender:

10. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but 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 untill the giving of such notification. In the event that Grantor possesses or receives possession of any instruments or other remittances with respect to the indebtedness following the giving of such notification for if the instruments or other remittances constitute; the prepayment of any indebtedness or the payment of any indebtedne

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 Witten 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. 750

LP:ILBOS © FormAtion Technologies, Inc. (11/30/63) (800) 937-9799 (7)

12. LOSS OR DAMAGE. Grantor that bour in entire risk of any loss, the ft, destruction of damage or mulatively "Loss or Damage") to the Property or any portion thereof from any case what so ver. In the eyer to a ny Loss or Damage, G antor enail at the option of lander, repair the affected Property to its previous condition or pay or cause to be paid to Lender 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 hazards including loss or damage claused by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance company to provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor falls to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and charge the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish 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 endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the sevent of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance compan
- 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 use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or parmit 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. CONDEMNATION. Grantor shall immediately provide Londer 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 paymen of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceeding. 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 regions or repair the Property.
- 18. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Granter shall immediately provide Lender with written notice of any actual or threatened action, suit, or other priceeding the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other priceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistate, omission or delay pertaining to the actions described in this paragraph or any damages resulting theretom. Nothing contained herein will prevent Lender making the actions described in this paragraph in its own name.
- 17. INDEMNIFICATION. Lender shall not essume or be responsible for the performance of any of Grantor's Obligations with respect to the Property 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 sharehold its, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of accor, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving of according to the property of the prop foreclosure of this Mortgage.
- 18. TAXES AND ASSESSMENTS. Grantor shall pay all taxe: an 17 sessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the esting red 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 run is 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, BOOKS, RECORDS AND REPORTS. (Iray for 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 contains of 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 opens and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender 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 furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 20. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Gran or shall deliver to Lender, or any Intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses 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 the intended transferee with respect to these matters in the event that Grantor falls 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 Borrower:

- (a) commits fraud or makes a material misrepresentation at any time in connection with the Obligations of his Mortgage, including, but not limited to, false statements made by Grantor about Grantor's income, assets, or any other aspects of Grantor's financial condition; (b) falls to meet the repayment terms of the Obligations; or (c) violates or falls to comply with a covenant contained in this Mortgage which adversely affects the Propert, 1. Inder's rights in the Property, including, but not limited to, transfering title to or selling the Property without Lender's consent, falling to maintain. Instruction or to pay taxes on the Property, allowing a filen senior to Lender's to result on the Property without Lender's written consent, allowing the Aring of the Property through seminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property to selzure or confiscation. confiscation.
- 22. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):
 - (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;

to require Grantor to deliver and make available to Lander 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 default and thereafter;
(f) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor'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 Grantor's Obligations against any amounts due to Lander including, but not limited to, monies, instruments, and deposit accounts aintained with Lender; and

(i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative 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 bond which might otherwise by required.

- 23. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburso Lender 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, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.
- 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.

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25. COLLECTION COSTS. If Lender high an alterney to as list in collecting any arrount due of morcing, any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonable alterneys' teas said costs.
26. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.
27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, to the extent permitted by law, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal 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 may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses), to the extent permitted by law, 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 irrevocable.
30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.
31. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion 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 AD WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or fail 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. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, falls to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of the 7 girls against any Grantor, third party or the Property.
33. SUCCESSORS AND ASSICNS. This Mongage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, indministrators, personal representatives, legatees and devisees.
34. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other arches as the parties may designate in writing from time to time. Any such notice so 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.
35. SEVERABILITY. If any provision of this Nortgego violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.
36. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.
37. MISCELLANEOUS. Grantor and Lender agree that three 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 the months and include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby walkes ary 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 terms and conditions of those documents.
and known as Trust No. in the exercise of the power and authority conferred up. 1.2.4 vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by Trustee, as aforesaid, and not individually, and all statements herein made are made confirmation and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against

personal liability shall be asserted or be enforceable against of the terms, provisions, stipulations, covenants and/or statements contained in this agreement. - SEPT-11 RECORD TOR: - TOUTS TRAN 7619 1 - #3011 \$ AF 3 -	12/08/94 11:29:00
	04029477
Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage. Dated: OCTOBER 22, 1994	
GRANTOR: LEROY (J. SARRY GRANTOR:	<u> </u>

GRANTOR:

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Property of Cook County Clork's Office

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LAURI J CISSLAK	•	•
public in and for said County, in the State aforesaid, DO	HEREBY CERTIFY	public in and for said County, in the State aforesaid, DO HEREBY CERTIFY
that LEROY J. BARRY and FRANCES D.	BARRY,	that
RUSBAND AND WIFE		personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me
personally known to me to be the same person		this day in person and acknowledged that he
ubscribed to the foregoing instrument, a this day in person and acknowledged that		and voluntary act, for the uses and purposes herein set forth.
signed, sealed and delivered the said instrument as		Given under my hand and official seal, this day of
and voluntary act, for the uses and purposes herein set fo	_fk	Given under my hand and official seal, this day of
Given under my hand and efficial seal, this	dayot	AAAAA
	"OFFICIAL ! Lauri J. Ci	SEAL Notary Public
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Commission expires: 619195	My Commission Exp	
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	538 WEBSTER I	
Di	es plaines, i	T 60018
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Permanent Index No.(s): 09-20-318-017		
The legal description of the Property located in COOK		County, illinois is:
		TW YORK & COMMETCH OF DECIMALITY OF
LOTS 2 AND 3 IN WILL	INM LAGY PHAUS	IN AGES & SCHNEIDER'S RESUBDIVISION OF EN DIVISION OF LOT 7 IN CARL LAGERSHAUSEN
ESTATE DIVISION OF TO 41 NORTH, RANGE 12, 1	hi: Souvewest Exist of the 1	QUARTER (1/4) OF SECTION 20, TOWNSHIP TIRD PRINCIPAL MERIDIAN, ACCORDING TO
PLAT OF SAID AGES & S	SCHNEIDER'S R	ESUBDIVISION REGISTERED IN THE OFFICE COUNTY, ILLINOIS, ON AUGUST 1, 1963,
AS DOCUMENT NUMBER 2	104657.	0,
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For Recorder's Use:		
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		This instrument was drafted by:
	,	
		FIRST BANK OF SOUTH DAKOTA (NATIONAL ASSOCIATION)
		141 NORTH MAIN AVENUE
		CTOUT PALLS OF \$7117
		SIOUX FALLS, SD 57117
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		A party of
		After recording return to: FIRST BANK OF SOUTH DAKOTA
		(NATIONAL ASSOCIATION)
		CASC/LIEN PERFECTION DEPARTMENT
		P.O. BOX 64778 ST. PAUL, MINNESOTA 55164-0778

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