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'GAG (Mortgage Form T-3) Rev. 10/91 Return to and prepared l

Jeffrey Brand 5440 N Cumberland Suite 301 Chicago, II 60656



0423605050 Eugene "Gene" Moore Fee: \$38.00 Cook County Recorder of Deeds

Date: 08/23/2004 01:39 PM Pg: 1 of 8

THIS INDENTURE, made June 8, 2004, between Michael Hondrix, a single man

"Mortgagor" and W & M Trading Corp., herein referred to as "Mortgagee" witnesseth: THAT, WHEREAS, the Mortgagors are justly indebted to the Mortgagee in the principal sum of Thirty Nine Thousand Five Hundred and 00/100s Dollars -(\$39,500.00), evidenced by che certain Promissory Note of the Mortgagors of even date herewith, made payable to W & M Trading Corp.and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the Rate of Ten percent (10.00%) per thirty day period on or before September 7,2004.

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each installment unless paid when due shall bear interest after maturity at the rate of Eighteen percent per 30 30, period, and all of said principal and interest being made payable at W & M Trading Corp. in Northbrook, Illinois or as the Mort agee may from time to time, in writing appoint. In the event of a default by Mortgagor, prior to maturity, under any of the terms, conditions or provisions of this Mortgage, or the Mortgagee(s) securing this Mortgage, the principal of shall bear interest at the rate of Eighteen percent per 30 day period.

This loan is payable in full on September 7,2004. At maturity or it Mortgagee demands payment, you must repay the entire principal balance of the loan and unpaid interest then due. The Mortgag e is under no obligation to refinance the loan at that time. You will therefore be required to make payment out of other assets you may own, or you will have to find a lender willing to lend you the money at prevailing market rates, which may be conside aby higher than the interest rate on this loan. A late charge in the amount of 5% of this monthly payment due hereunder will us assessed for any payment made more than 5 days after the due date.

NOW, THEREFORE, Mortgagor, to secure the payment of the said principal balance of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, and and in consideration of the sand One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, r mise, release, alied and convey unto the Mortgagee, its successors and assigns, the following described Real Estate situate, Is ng and being to County of Cook, and State of Illinois, to wit:

SEE ATTACHED HERETO AND MARKED AS EXHIBIT "A"

which, with the property hereinafter described, is referred to as the "premises".

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

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IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of Mortgagor, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due and upon written request, to furnish to Mortgagee duplicate receipts thereof; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee under insurance policies payable, in case of loss or damage, to Mortgagee such rights to be evidence ty the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal rolicies, to Mortgagee, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration; then Mortgagee may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encurbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes berein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanged by Mortgagee to protect the mortgaged premises and the lien secured hereby shall become immediately due and payable without notice and with interest thereon at the highest lawful rate per annum. Inaction of Mortgagee shall never be considered as a vaiver of any right accruing to it on account of any of the provisions of this paragraph.

2. Mortgagors represent and agree that, except as disclosed in writing to the Mortgagee the premises are in compliance with all "Environmental Laws" (as hereinafter defined); that there are no conditions existing currently or likely to exist during the term of the note that require or are likely to require clean up, removal or other remedial action; that Mortgagor is not a party to any litigation or administrative proceeding, nor, to the best of Mortgagor's knowledge, is there any litigation or administrative proceeding contemplated or threatened, related to or arising out of any Environmental Laws; that neither the premises nor Mortgagor is subject to any judgment, decree, order, citation or complaint related to or arising out of any Environmental Laws; that Mortgagor has obtained all permits or licenses and filed all reports required order any applicable Environmental Laws. The term "Environmental Laws" shall mean any and all federal, state and local law, statutes, regulations, ordinances, codes, rules and other governmental restrictions or requirements relating to matters of environmental protection, pollution, health, safety, sanitation or conservation, including without limitation those relating to the presence, maintenance and removal of asbestos now or any time hereafter in effect. Mortgagor covenants and agrees to comply with all applicable Environmental Laws and to require its tenants or others operating on the premises to comply with all applicable Environmental Laws; and to provide Mortgagee immediately upon receipt, copies of any correspondence of any nature whatsoever received by Mortgagor relating to Environmental Laws, and to advise Mortgagee in writing as soon as Mortgagor becomes awa e of any condition or circumstances which makes any of the representations or statements contained in this paragraph incomplete or inaccurate. In the event Mortgagee determines in its sole and absolute discretion that there is any evidence that any such circumstance might exist, whether or not described in any communication or notice to either Mortgagor or Mortgagor, Mortgagor agrees, at its own expense, and at no expense to Mortgagee, to permit an environmental audit to be conducted by Mortgagee by any independent agent selected by Mortgagee. This provision shall not relieve Mortgagor from conducting its own environmental audits or taking any other steps necessary to comply with any Environmental Laws. If, in the opinion of Mortgagee, there exists any uncorrected violation of an Environmental Law or any condition which requires or may require any cleanup, removal, or other remedial action, and such correction, cleanup, removal, or other remedial action is not completed within sixty (60) days from the date of written notice from Mortgagee to Mortgagor, the same shall, at the option of Mortgagee constitute a default hereunder, without further notice or cure period.

Mortgagor agrees to indemnify, defend and hold Mortgagee and its current, future or former officers, directors, employees and agents harmless from and against any and all losses, damages, liabilities, obligations, claims, costs and expenses (including without limitation, attorneys' fees and costs) incurred by Mortgagee, whether prior to or after the date hereof and whether direct, indirect, or consequential, relating to or arising out of matters of environmental protection, pollution, health, safety,

0423605050 Page: 3 of 8

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EXHIBIT "A"

COMMONLY KNOWN AS: 433 Price Avenue, Calumet City, Il

PERMANENT INDEX NUMBERS: 30-08-110-005

SCHEDULE A
ALTA Commitment
File No.: 360511

LEGAL DESCRIPTION

The North 8-1/3 feet of Lot 43 and an of Lot 44 in Block 6 in Fulcher's Addition to Hammond, being a subdivision of all of that part of the West ½ of the Northwest ½ lying South of Michigan Central Railroad of Section 8, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

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sanitation, or conservation, including without limitation those relating to the presence, maintenance, or removal of asbestos. Any and all amounts owed by Mortgager to Mortgagee under this paragraph shall constitute additional indebtedness secured by this Mortgage. Any of the provisions of this Mortgage to the contrary notwithstanding, the representations, warranties, covenants, agreements, and indemnification obligations contained herein shall survive all indicia of termination of the relationship between Mortgager and Mortgagee, including, without limitation, the repayment of all amounts due under the Mortgage, cancellation of the Note and the release of any and all of the Loan Documents.

- 3. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 4. At the option of the Mortgagee and without notice to Mortgagor, its successors or assigns, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the note or in this Mortgage to the contrary, become due and payable (1) immediately in the case of default in making payment of any installment of principal or interest on the note; or (2) in the event of the failure of Mortgagor, its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.
- 5. When the indebtedner's bereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien bereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, Trustee's fees appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably neces ary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of Eighteen Parcent (18%) per 30 day period, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and pan ruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof attendecrual of such right to foreclosure whether or not actually commenced; or (c) preparations for the defense of any threatened suit, or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 6. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, its legal representatives or assigns, as their rights may appear.
- 7. Upon, or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed shall appoint a receiver of said premises chosen by the Mortgagee. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, it successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of; (1) The indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 8. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

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- 9. Mortgagee has no duty to examine the title, location, existence, or condition of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Mortgagee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 10. For prepayment privilege, see Note hereby secured.
- 11. In addition to payments to principal and interest hereinabove provided, the Mortgagors shall pay, if required by Mortgagee, each month to the holder or holders of said Note, an estimated equal amount sufficient to pay the annual general real estate taxes assessed or to be assessed against said premises. The escrow account may hold amounts up to the limits allowed by the Real Estate Settlement Procedures Act.
- 12. The Makers are prohibited from selling, conveying, assigning the beneficial interest in and to, entering into Articles of Agreement for the sale of, leasing, renting, or in any manner transferring title to the premises which are subject to the Mortgage securing the Note without the prior written consent of the Lender. Failure to obtain prior written consent shall constitute a default her under entitling the Bank to declare the whole of the debt immediately due and payable.
- 13. The Mortgagee, at its sol, option, reserves the right to extend, modify or renew the Note secured hereby at any time and from time to time. This Mortgage shall secure any and all renewals or extensions of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions of any change in the terms or rate of interest shall not impair in any manner the validity of or priority of this Mortgage nor release the Mortgagors from personal liability for the indebtedness hereby secured. In the event of any extensions, modifications or renewals, extension agreements shall not be necessary and need not be filed.
- 14. Mortgagors agree that until said Note and ary extension or renewal thereof and also any and all other indebtedness of Mortgagors to the Mortgagee, heretofore of hereafter incurred, and without regard to the nature thereof, shall have been paid in full, Mortgagors will not, without the prior written consent of the Mortgagee create or permit any lien or other encumbrance (other than presently existing liens and liens securing the payment of loans and advances made to them by the Mortgagee) to exist on said real estate.
- 15. The real estate described herein shall secure the obligations and shall also secure any other liabilities, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter ensing, of Mortgagor to Mortgagee or its successors and assigns; provided however, that in no event shall this Mortgage secure indebtedness of the Mortgagor to the Mortgagee in an amount exceeding Forty Five Thousand Dollars (\$45,000.00).
- 16. Mortgagors hereby waive any and all rights of redemption under any order or judgment of foreclosure pursuant to rights herein granted on behalf of the Mortgagors, the Trust Estate, and all persons beneficially interested therein and each and every person acquiring any interest in, or title to, the premises described herein subsequent to the date of this mortgage, and on behalf of all other persons to the extent permitted by the provisions of Chapter 735, Section 5/15-1601(b), Illinois Compiled Statutes.
- 17. If one or more riders are executed by Mortgagor and recorded together with this Mortgage, the cover an's and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreement, of this Mortgage as if the rider(s) were a part of this Mortgage.
- 18. Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.
- 19. If the loan secured by this security Instrument is subject to a law which sets maximum loan charges, and the law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the

0423605050 Page: 6 of 8

permitted limits the future charges shall be amended to comply with the law and any sums already collected from the borrower which exceed permitted limits will be refunded to the Mortgagor.

20. This security interest 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 in the Loan Documents or this Mortgage or the Note conflict with applicable law, such conflict shall not affect other provisions of this Mortgage, the note or other loan documents which can be given effect without the conflicting provisions.

By signing below, Mortgagor accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrower and recorded with it.

Michal Hendri	
Michael Hendrix (seal)	(seal)
(seal)	(seal)
O _F	
State of Illinois))SS	
County of Cook)	

I, the undersigned, a Notary Public in and for and residing in said county, in the State aforesaid, DO HEREBY CERTIFY THAT Michael Hendrix who is personally known to me to be the same person(s) whose name(s) subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged and he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set for a including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal

June, 2004

Notary Public

"OFFICIAL SEAL Tina M. Saxton Notary Public, State of Illinois My Commission Expires 07/21/200 **3000000000000000**

0423605050 Page: 7 of 8

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ASSIGNMENT OF RENTS RIDER RIDER TO MORTGAGE:

KNOW ALL MEN BY THESE PRESENTS, that be converged (hereinafter called Assignor), in consideration of Ten acknowledged, does hereby assign, transfer and set over unto W & M TRADING CORP., (hereinafter called the Assignee), all the rents, earnings, income, issues and profits, if any, of and from the real estate and premises described in the Mortgage, which are now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether premises, which said Assignor may have heretofore made or agreed to, or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, together with any rents, earnings and income arising trust may be entitled; it being the intention hereof to make and establish hereby an absolute transfer and assignment of all such to the said real estate and premises described in the Mortgage. This rider is incorporated into and shall be deemed to amend and supplement the Mortgage of even date given by the undersigned to secure Assignor's Promissory Note.

This instrument is given to secure payment in the principal sum and the interest of or upon a certain loan for Thirty Nine Thousand Five Hundred and 90/190s Dollars (\$39,500.00) secured by Mortgage to W & M Trading Corp. dated June 8,2004 and recorded in the Recorder's Office of the above named county, conveying the real estate and premises hereinabove described. This instrument shall remain in full force and effect until said loan and the interest thereon, and all other costs and charges which may have accrued or may be eafter accrue under said Mortgage, have been fully paid.

This Assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the terms or conditions contained in the Mortgage berein referred to and in the Note or Notes secured thereby.

Without limitation of any of the legal rights of Assignes as the absolute assignee of the rents, issues and profits of said real estate and premises above described, and by way of enume ation only, it is agreed that in the event of any default under the said Mortgage above described, whether before or after the note or notes secured by said Mortgage is or are declared to be due in accordance with the terms of said Mortgage, or whether before or after the institution of any legal proceedings to foreclose the lien of said Mortgage, or before or after any sale thereunder, Assignce shall be entitled to take actual possession of the said real estate and premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and may, with or without force, and with or without process of lav, and without any action on the part of the Mortgagee secured by said Mortgage, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinabove described together with all documents, books, records, papers, and accounts relating thereto, and may exclude the Assignor, its beneficiaries or their agents or servants, wholly therefrom and may hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof. Ass give may, at the expense of the mortgaged property, from time to time cause to be made, all necessary or proper repairs, ren wals, replacements, useful alterations, additions, betterments and improvements to the said real estate and premises as may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage, and may cancel any lease or sublease for any cause or on any ground which would entitle the Assignor or its beneficiaries to cancel the same. In every such case the Assignee shall have the right to manage and operate the said real estate and premises and to carry on the business thereof as to the Assignee shall deem best. Assignee shall be entitled to collect and receive all earnings, revenues rents and income of the property and any part thereof. After deducting the expenses of conducting the business thereof and all the maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Assignee and of the Assignee's attorneys, agents, clerks, servants, and others employed by Assignee in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Assignee against any liability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, the Assignee shall apply any and all moneys arising as aforesaid to the payment of the following items in such order as said Assignee deems fit:

(1) Interest on the principal and overdue interest on the note or notes secured by said Mortgage, at the rate therein provided: (2)interest accrued and unpaid on the said note or notes; (3) the principal of said note or notes from time to time remaining outstanding and unpaid; (4) any and all other charges secured by or created under the said Mortgage above referred to; and (5) the balance, if any, to the Assignor.

0423605050 Page: 8 of 8

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This instrument shall be assignable by Assignee, and all of the terms and provisions hereof shall by binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

The failure of Assignee, or any of the agents, attorneys, successors or assigns of the Assignee to enforce any of the terms, provisions and conditions of this agreement for any period of time or times, shall not be construed or deemed to be an waiver of any rights under the terms hereof but said Assignee or the agents, attorneys, successors, or assigns of the Assignee shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

The release of the Mortgage securing said note shall ipso facto operate as a release of this instrument.

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Michael X	Pale:	(SEAL)
Michael Hendrix		(02/12)
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