

**Illinois Anti-Predatory
Lending Database
Program****Certificate of Exemption**

0907045047

Doc#: 0907045047 **Fee:** \$58.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 03/11/2009 09:02 AM **Pg:** 1 of 12

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 29-20-413-017-0000

Address:**Street:** 16502 S. Halsted St.**Street line 2:****City:** Harvey**State:** IL**ZIP Code:** 60426**Lender:** World Fuel Services, Inc. D/B/A Texor Petroleum**Borrower:** Muaref Muaref**Loan / Mortgage Amount:** \$300,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 705 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 377BC0D6-2B9B-4159-8BBE-EFC415920C51**Execution date:** 03/04/2009

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This Instrument was prepared
by and when recorded should
be mailed to:

Matthew B. Speiser, Esq.
Texor Petroleum Company
3340 S. Harlem Avenue
Riverside, Illinois 60546

MORTGAGE, ASSIGNMENT OF LEASE, RENTS, AND INCOME AND SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

THIS MORTGAGE, ASSIGNMENT OF LEASE, RENTS AND INCOME AND SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT ("*Security Instrument*") is given on February 19~~th~~, 2009. The Borrower is MUAREF MUAREF ("*Owner*") and ("*Borrower*"). This Security Instrument is given to WORLD FUEL SERVICES, INC. D/B/A TEXOR PETROLEUM, a Texas corporation, whose address is 3340 South Harlem Avenue, Riverside, Illinois 60546 ("*Lender*"). Borrower owes Lender, or may become obligated to pay Lender the principal sum of up to Three Hundred Thousand and 00/100 Dollars (US \$300,000.00). This debt is evidenced by Borrower's signature below, and also by those certain Promissory Notes dated October 17, 2008, February 19, 2007, and August 30, 2007, and via those certain fuel supply agreements between the parties (the "*Debt Instruments*"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Debt Instruments, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under Section 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 Debt Instruments. For this purpose, Owner does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

LOTS 17, 18, 19, 20, 21, 22, 23 AND 24 IN BLOCK 9 IN THE FIRST ADDITION TO PERCY WILSON'S WASHINGTON PARK SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RIGHT OF WAY OF THE CHICAGO INTERBURBAN TRACTION COMPANY AND EXCEPT 2 LOTS AS DESIGNATED ON THE PLAT OF SAID SUBDIVISION RECORDED JULY 14, 1927.

which has the address of 16502 S. Halsted, Harvey, Illinois ("*Property Address*")

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P.I.N.s 29-20-413-017-0000 through 29-20-413-024-000;

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. The real property at the Property Address together with all of the foregoing is referred to in this Security Instrument as the "Property" and/or "Premises."

Borrower and Owner covenant that Borrower and/or Owner are lawfully seised of the estate hereby conveyed and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower and Owner warrant 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Debt Instruments and any prepayment and late charges due under the Debt Instruments.

2. Funds for Taxes and Insurance. Borrower shall not be required to make deposits for yearly taxes and assessments and yearly hazard insurance premiums with Lender; provided, however, Borrower shall provide Lender with evidence of such payment. If Borrower shall fail to pay such yearly taxes and assessments when due or fail to maintain hazard insurance as described in Section 5, herein, Lender may require, upon written notice to Borrower that Borrower pay to an escrow account established by Lender and Borrower with a mutually agreeable escrow agent on the day monthly payments are due under the Debt Instruments, until the Debt Instruments are paid in full, a sum ("*Funds*") equal to one-twelfth of yearly taxes and assessments which may attain priority over this Security Instrument and yearly hazard insurance premiums. These items are called "*escrow items*." Escrow agent may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held by escrow agent in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. Escrow agent shall apply the Funds to pay the escrow items. Borrower and Lender agree that interest shall be paid on the Funds. Borrower shall be liable for and pay all annual fees and expenses charged by escrow agent for maintenance of the escrow account. Escrow agent shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by escrow agent, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount

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required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by escrow agent is not sufficient to pay the escrow items when due, Borrower shall pay to escrow agents any amount necessary to make up the deficiency in one or more payments as required by escrow agent.

Upon payment in full of all sums secured by this Security Instrument, escrow agent shall promptly refund to Borrower any Funds held by escrow agent. If under paragraph 19 the Property is sold or acquired by escrow agent, escrow agent shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by escrow agent at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Sections 1 and 2 shall be applied; first, to late charges due under the Debt Instruments; second, to prepayment charges due under the Debt Instruments, if any, third, to amounts payable under Section 2; fourth, to interest due; and last, to principal due.

4. Charges; Lien. Borrower and Owner shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument. Borrower shall pay these obligations in the manner provided in Section 2.

Borrower and Owner shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower and Owner shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be reasonably acceptable to Lender and shall include a standard mortgage clause. Borrower and Owner shall name Lender as "loss-payee" and shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair is economically feasible and Lender's security is not lessened. If

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the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 Sections 1 and 2 or change the amount of the payments. If under Section 19 the Property is acquired by Lender, Borrower or Owner's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower or Owner shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower or Owner fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation 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 Section 7, Lender does not have to do so.

Any amounts disbursed by Lender under this Section 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 Debt Instruments rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. 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.

9. 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.

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In the event of a partial taking of the Property, 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.

If the Property is abandoned by Borrower and Owner, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, 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 and Owner 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 Sections 1 and 2 or change the amount of such payments.

10. 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 or Owner shall not operate to release the liability of the original Borrower or Owner or Borrower's or Owner's successors in interest. Lender shall not be required to commence proceedings against any 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.

11. 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 and Owner, subject to the provisions of Section 17, Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Debt Instruments: (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 Debt Instruments without that Borrower's consent.

12. 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 Debt Instruments 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 Debt Instruments.

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13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Debt Instruments or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by Section 18. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of Section 16.

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 Debt Instruments is deemed to be prohibited or unenforceable in any jurisdiction it shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Security Agreement or affecting the validity or enforceability of such provision in any other jurisdiction, which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Debt Instruments are declared to be severable.

16. Transfer of the Property or a Beneficial Interest in Borrower. Borrower or Owner shall not sell, convey, transfer or assign (a) the Property or any interest therein or any part thereof, or (b) the beneficial interest in Borrower if Borrower is not a natural person whether by operation of law or otherwise, without the prior written notice to Lender. In the event of such a sale, conveyance, transfer or assignment, Lender may, at their option, require immediate payment in full of all sums secured by this Mortgage. 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.

17. 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 Debt Instruments had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security

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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 Sections 13 or 16.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Sections 13 or 16 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 18, including, but not limited to, reasonable attorney's fees and costs of title evidence.

19. Lender in Possession. Upon acceleration under Section 18 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower or Owner. Borrower shall pay any recordation costs.

21. Waiver of Homestead. Borrower and Owner waives all right of homestead exemption in the Property.

22. Assignment of Lease(s), Rents And Income. (a) To further secure the indebtedness secured hereby, Borrower does hereby sell, assign and transfer unto the Lender all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or

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occupancy of the Premises or any part thereof, which may have been made or agreed to by the Lender under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all of such leases and agreements, and all the avails thereunder, unto the Lender, and Borrower does hereby appoint irrevocably the Lender its true and lawful attorney in its name and stead (with or without taking possession of the Premises) to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as said Lender shall, in its discretion, determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter exist on the Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Lender would have upon taking possession of the Premises. (b) The Borrower further agrees to assign and transfer to the Lender all future leases regarding all or any part of the Premises hereinbefore described and to execute and deliver, at the request of the Lender, all such further assurances and assignments in the premises as the Lender shall from time to time require. (c) Although it is the intention of the parties that the assignment contained in this Paragraph 27 shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that so long as Borrower is not in default hereunder or under the Note, it shall have the privilege of collecting and retaining the rents accruing under the leases assigned hereby, until such time as Lender shall elect to collect such rents pursuant to the terms and provisions of this Mortgage.

23. Fixture Financing Statement. From the date of its recording, this Mortgage shall also be effective as a Fixture Financing Statement with respect to all goods constituting part of the Premises which are or are to become fixtures related to the Premises. For this purpose, the following information is set forth:

(a) Name and Address of Borrower:

Margaret Murek
9615 S. Morgan
Oak Lawn IL 60453

(b) Name and Address of Lender:

**World Fuel Services, Inc. d/b/a Texor Petroleum 3340 South Harlem
 Riverside, IL 60546**

(c) This document also covers goods which are to become fixtures.

24. Security Agreement. (a) This document shall also be deemed a Security Agreement as defined in the Illinois Commercial Code. This document creates a security interest in favor of Lender in all property including all personal property, fixtures and goods affecting property either referred to or described herein or in anyway connected with the use or enjoyment of the Premises, all cash, inventory, accounts receiveable, gasoline contained in the underground storage tanks, and tangible and intangible assets of the Borrower and/or Owner. The remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be (i) as prescribed herein, or (ii) by general law, or (iii) as to such part of the security which is also reflected in any Financing Statement filed to perfect the security interest herein created, by the specific statutory consequences now or hereinafter enacted and specified in the Illinois

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Commercial Code, all at Lender's sole election. Borrower and Lender agree that the filing of such a Financing Statement in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing this declaration and the hereby stated intention of the parties hereto, that everything used in connection with the production of income from the Premises and/or adapted for use therein and/or which is described and reflected in this document is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (i) any such items is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with the Lender, or (iii) any such item is referred to or reflected in any such Financing Statement so filed at any time. Similarly, the mention in any such Financing Statement of (1) the right in or the proceeds of any fire and/or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for loss of value, or (3) the debtor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the property mortgaged hereby, whether pursuant to lease or otherwise, shall never be construed as in anywise altering any of the rights of Lender as determined by this instrument or any of the rights of Lender as determined by this instrument or impugning the priority of the Lender's lien granted or by any other recorded document, but such mention in the Financing Statement is declared to be for the protection of the Mortgage in the event any court or judge shall at any time hold with respect to (1), (2) and (3) that notice of Lender's priority of interest to be effective against a particular class of persons, including, but not limited to, the Federal Government and any subdivisions or entity of the Federal Government, must be filed with the Commercial Code records.

(Signature Page To Follow):

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

MUAREF MUAREF



Date: 2-7-08

Property of Cook County Clerk's Office

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State of Illinois)
) SS:
County of Cook)

I, Donna Romo, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Muaref Muaref, Borrower under this Mortgage, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 19th day of February 2008.

Donna Romo
Notary Public

My commission expires:

7/17/09

