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River Oaks Bank and Trust Company

(Address) 1701 River Oaks Drive

Calumet City, Illinois

60409

TRUST DEED SECOND MORTGAGE FORM

26186501

and Trust Company	SECOND MORTGAGE	FORM	\$6196201	
THIS TRUST DEED made this 19th	day ofFebruary	, 19 <u>82</u> , 1	between <u>Mattie Silas</u>	
divorced and not since re-mar	ried.			
of the City	of Chicago		, County ofCook	
and State of Illinois (hereinafter, whether one BANK AND TRUST COMPANY, an Illinois to Trustee, (hereinafter, colled "Trustee") WITNES	or more, and if more than one, jobanking corporation, doing business	intly and sev	erally, called "Mortgagor") and RIVER OA	
WHEREAS, Mortgagor, is justly indebted to	o the legal holder(s) of the installme	nt note herei	nafter described, in the sum of Thirty	
Three Thousand Too Hundred F	ifty-Nine and 80/100		Dol	llars
(\$ 33,259.80), valch ind identification number corresponding to the identification of the identification number of the	entification number of this Trust D ANY, and upon the terms and provi	leed), of ever isions as prov	ided therein, (hereinafter "Note") and delive	ER ered
if not sooner paid, due and payable on $\underline{\hspace{1.5cm} Fe^{F}}$	ruiry 25, 1989		:	and
WHEREAS, the indebtedness evidenced by applicable law, all costs and disbursement of the Note in legal proceedings to collect the Default (as hereinafter defined in paragraph 9 paid as provided in this Trust Deed or in the lare hereinafter, whether one or more, called "of any, determined as set forth in the Note are the set of t	s, incluring, without limitation, re ne debrevidenced by the Note or thereof), and any and all other sur Note, are hireir after called the "in holder of the large". The unearned	easonable atte to realize upons which at a debtedness se portions of the	on any Collateral (as defined in the Note) a my time may be due or owing or required to ecured hereby". The legal holder(s) of the N	lder ifter o be Vote
NOW, THEREFORE, Mortgagor, to secur- ments herein and in the Note contained, and in the Note contained, and also in considerati the receipt and sufficiency of which is hereby following described real estate:	the performance and observance of on of the sum of One Dollar (\$1.00	of the covena I) in hand paid	d and for other good and valuable considerat	and tion,
Lot 6 (except the East 1-½ inc Block 2 in Syndackers Subdivis of the North East Quarter of S the Third Principal Meridian,	sion of the West half of Section 17, Township 38 N	ine Norti North, Rai	h West Ouarter	
	20	61865	01 7	
			O _{FF}	
which, together with the property hereinafter	described, is called the "Premises",		'C	
TOGETHER with all improvements, te appurtenances now or hereafter thereunto be after owned by Mortgagor, forming a part or improvements located thereon, including, buseful in the operation of the real estate of fixtures, apparatus, equipment or articles us waste removal, refrigeration and ventilation doors, window shades, blinds, awnings, storcase now or hereafter placed in, on or at the innowise exclude or be held to exclude any innowise exclude any innowise exclude or be held to exclude any innowise exclude or be held to exclude any innowise exclude any innowise exclude any innoverse exclude exclude any innoverse exclude any innoverse exclude exclu	elonging or pertaining; and any and for used in connection with the re- y way of enumeration but without improvements thereon or furnish sed to supply heating, gas, electrici (whether single units or centrally or les, refrigerators, dishwashers, dispothe the Premises, it being understood to	I all rights and all estate or the timitation, ed by Mortgaty, air conditiontrolled), and osal units, rathet the enum	ne operation and convenience of the building all equipment owned by Mortgagor and us agor to tenants thereof; all machines, machi tioning, water, light, power, sprinkler protect and all floor covering, screens, storm window ange hoods, water heaters and blowers; in	here- is and ed or inery, ction, is and each
AND TOGETHER WITH all of the rents	, income, receipts, revenues, issues a	nd profits the	ereof and therefrom,	
AND all of the land, estate, property an or annexed to the real estate, are intended real estate and to be appropriated to the u mortgaged hereby.	to be as a unit and are hereby unde	erstood, agree		of the
TO HAVE AND TO HOLD the Premise virtue of the Homestead Exemption Laws the purposes, uses and trusts herein set fortiall or any part of the indebtedness secured any Default (as hereinafter defined in paragrams).	of the State of Illinois, which righ h, together with all right to retain I hereby or the breach of any covens	nts and benef possession of	the Premises after any default in the payme	d, for ent of
This document was prepared by:				
(Name) Theresa DeLaLeurs				

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AND IT IS FURTHER AGREED THAT:

- AND IT IS FULLER AGREED THAT:

 Payment of Indebtedness. Mortgagor shall promptly pay when due each item of indebtedness secured hereby and shall duly perform and observe all the covenants and agreements herein or in the Note provided on the part of Mortgagor to be performed and observed.
- First Mortgage.
 - Mortgagor shall comply with all covenants and agreements contained in the first mortgage note (hereinafter called "First Mortgage Note") and the first mortgage or trust deed securing the First Mortgage Note (hereinafter called "First Mortgage") to be performed and observed by Mortgagor. The first mortgage or the trustee and holder of the First Mortgage Note are hereinafter collectively called the "First Mortgagee".
 - Mortgagor covenants that this Trust Deed is lawfully executed and delivered in conformity with the First Mortgage Note and First Mortgage and that no default has occurred or exists under the First Mortgage Note or First Mortgage.
 - The terms of the First Mortgage Note or First Mortgage shall not be amended or modified without the prior written consent of holder
 - Mortgagor shall promptly furnish to holder of the Note copies of all notices received from First Mortgagee regarding the First Mortgage Note or First Mortgage
- gage Note or First Mortgage.

 Present atton of Premises; Liens. Mortgagor shall (a) keep the Premises in good condition and repair, without waste; (b) promptly repair, restrictively repair restrictively restrictively repair restrictively repair restrictively repair restrictively restrictive restrictively restrictively restrictively restrictively.
- of the Premises, without the prior written consent of holder of the Note. Inspection of Premises. 'Ioi' er of the Note shall have the right to inspect the Premises from time to time at all reasonable time or times, and access thereto shall be remitted for that purpose.

 Taxes. Mortgagor shall pay all general and special taxes, general and special assessments, water charges, sewer charges and other charges, fees, penalties, fines and importions of any kind (all hereinafter generally called "Taxes") which may be levied, assessed, charged or imposed upon the Premises, when up, and before any penalty attaches. Mortgagor shall promptly furnish to holder of the Note all notices of amounts due under this paragram, and upon request, Mortgagor shall deliver to holder of the Note receipts evidencing such payments. To prevent default hereunder, Mortgagor and I pay in full under protest, in the manner provided by law, any Taxes that Mortgagor may desire to contest.
- At all times, Mortgagor shall keep all 'uikings and improvements now existing or hereafter erected on the Premises insured in the greater of the amount of eighty percen. If Jack of its full insurable value, or in an amount sufficient to pay in full the indebtedness secured by the First Mortgage and the an our toof the indebtedness secured hereby, against loss or damage by fire, flood damage where holder of the Note is required by land, or was its collateral so insured, and hazards included within the term "extended coverage", and for such periods as holder of the Note's right to refuse, for reasonable cause, to accept any insurer offered by Mortgagor. All insurance policies and renewals thereof shall be in form acceptable to holder of the Note in favor of and with loss payable to Trustee for the benefit of holder of the Note, shall provide that in no event shall such policy be cancelled without at least ten (10) days prior written notice to holder of the Note, and shall be delivered to holder of the Note. Appropriate renewall policies shall be delivered to holder of the Note and holder
 - days prior to the respective dates of expiration.

 In the event of loss or damage, Mortgagor shall give prompt notice to the insurer and holder of the Note, and holder of the Note is authorized to adjust, collect and compromise, in its discretion, P., claims thereunder and, in such case, Mortgagor covenants to sign upon demand all receipts, vouchers and releases required to be sign of by the insurance companies. Holder of the Note, at its option, may apply all or any part of the insurance proceeds of any loss of the reduction of the indebtedness secured hereby in such order or manner as holder of the Note may elect or to the restoration or repair of the Premises, Any such application of proceeds shall not extend or postpone the due date of the monthly installment as herein and in the Note provided, or change the amount of such installments. If, as provided in this Trust Deed, the Premises are acquired by Trustee or holder of the Note, all right, title and interest of Mortgagor in and to any insurance policies and in and to the provided in the Strust Deed in the Premises prior to the sale or acquisition shall pass to Trustee or holder of the Note to the ext. In of the sums secured by this Trust Deed immediately prior to such sale or acquisition.
- iately prior to such sale or acquisition.

 Holder's Performance of Mortgagor's Obligations. If Mortgagor fails to perform the so enants and agreements herein and in the Note contained, or if any proceeding is commenced which materially affects the interest of Trustee or holder of the Note in the Premises, including, but not limited to, eminent domain, insolvency, code enforcement, or an a rangement or proceedings involving a bankrupt or decedent, then Trustee or holder of the Note may, but shall not be required to, make full or partial payments of principal or interest on prior and co-ordinate encur bisnoes, if any, and purchase, discharge, compromise or settle any lien, encumbrance, suit, title or claim thereof, or redeem from any tix sale or forfeiture affecting the Premises or contest any tax or assessment. Neither Trustee nor holder of the Note shall incur any liability becross of anything that it may do or account of any default hereunder on the part of Mortgagor. In making any payment herein authorized. Tru ter or holder of the Note shall be sole judges of the legality and validity thereof, and of the amount necessary to be paid in satisfaction uner to the part of wages thereof shall be taken by condemnation. If the Premises or any part thereof shall be taken by condemnation of the Danging of the same payment to the part of the payment of the
- be sole judges of the legality and validity thereof, and of the amount necessary to be paid in satisfaction were 3.

 Condemnation. If the Premises, or any part thereof, shall be taken by condemnation, eminent domain or of ler taking, or by agreement between Mortgagor, holder of the Note and those authorized to exercise such right, holder of the Note is negative empowered to collect and receive all compensation which may be paid for any property so taken or for damages to any property not to an all condemnation compensation so received shall be applied by holder of the Note as it may elect, to the immediate reduction of the indebtedness secured hereby, less Unearned Charges, whether due or not, or to the repair or restoration of any property so damaged, provided that any excess over the amount of the indebtedness secured hereby, less Unearned Charges, shall be delivered to Mortgagor. Such application of condemnation compensation shall not extend or postpone the due dates of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments.
- of condemnation compensation shall not extend or postpone the due dates of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments.

 Default. The occurrence of any of the following shall constitute a "Default" hereunder: (a) any failure to pay any amount owing on the Note in accordance with the terms thereof or any other Obligation as defined in the Note when due; (b) if a proceeding be instituted to enforce any lien, claim, charge or encumbrance upon the Premises; (c) if a proceeding of bankruptcy, reorganization or insolvency is filed by or against Mortgagor, or any of them, or if Mortgagor, or any of them, shall make any assignment for the benefit of creditors; (d) if the Premises be placed under the control or custody of any court; (e) if Mortgagor abandons the Premises; (f) if any statement, representation; covenant or warranty of Mortgagor herein or in any-other writing at any time furnished by Mortgagor to Trustee or holder of the Note is untrue in any material respect as of the-date made; (g) if a default pursuant propargraph 13 hereof shall occur; or (h) any failure to timely perform or observe any other covenant or agreement of Mortgagor contained in the Note or in this Trust Deed, which failure shall continue for a period of three (3) days. To the extent pentited by applicable law, whenever a Default shall have occurred, at its option, without notice or demand to Mortgagor or any party claiming under Mortgagor, and without impairing the lien created hereby are priority of said lien or any right of Trustee or holder of the Note may declare all unpaid indebtedness secured hereby. Issue under the propers of subclause (c) of this paragraph 9 only, the term "Mortgagor" shall mean and include not only Mortgagor. For the purposes of subclause (c) of this paragraph 9 only, the term "Mortgagor" shall mean and include not only Mortgagor, but also any beneficiary of a trustee mortgagor and each person who, as guarantor, co-maker or otherwise, shall be or become liabl

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Charges; and, fourth, any surplus to Mortgagor, its heirs, legal representatives, successors or assigns, as their rights may appear. To the extent permitted by applicable law, in case of payment of said indebtedness after the preparation or filing of any suit, and prior to the entry of any judgment or decree, a reasonable sum for legal services rendered to the time of such payment shall be allowed, which, together with any sum paid for continuation of evidence of title, court costs, stenographers' charges, and expenses of such proceedings shall be additional indebtedness secured hereby.

- additional indebtedness secured hereby.

 12. Receiver. Upon, or at any time after the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice to Mortgagor or any party claiming under Mortgagor, without requiring bond, without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the Premises or the occupancy thereof as a homestead. Trustee or holder of the Note may be appointed as such receiver. Such receiver shall have power to manage, rent, and collect the rents, issues and profits of the Premises, due and to become due, 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, 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 a thorize the receiver to apply the net income from the Premises in his hands in payment in whole or in part of (a) the indebtedness rect red hereby or the indebtedness secured by any decree foreclosing this Trust Deed, or any tax, special assessment or other liens which may be or become superior to the lien hereof or such decree, provided such application is made prior to the foreclosure sale; or (b) the de inciency in case of a sale and deficiency.

 13. Restrictions on Truster, It shall be an immediate Default hereunder if, without the prior written consent of holder of the Note any of
- other liens wind... may be or become superior to the lien hereor or such decree, provided such application is made prior to the foreclosure sale; or (b) the de niency in case of a sale and deficiency.

 Restrictions on Ir nier. It shall be an immediate Default hereunder if, without the prior written consent of holder of the Note, any of the following shall or cur: (a) if Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, nor age, security interest or other encumbrance or alienation of such beneficiary's beneficial interest in Mortgagor; (c) if Mortgagor is a trustre, then if any beneficiary of Mortgagor shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of such beneficiary's beneficial interest in Mortgagor; (c) if Mortgagor is a corporation, or if a corporation is a beneficiary of a trustee mortgagor, then if any shareholder of such corporation shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation or ar as such shareholder's shares in such corporation, and such sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation results in a change in the voting control of such corporation, provided, that if such corporation is a corporation who stock is publicly traded on a national securities exchange or on the "Over The Counter" market, then this subclause (c) shall be mapplicable as to all shareholders holding or owning less than five percent (5%) of all classes of the outstanding mares of such corporation; of diif Mortgagor is a partnership or joint venture, or if any beneficiary of a trustee mortgagor is a partnership or joint venture, and the provided, however, that the foregoing provision of this paragraph 13 st all not apply to the liens of this Trust Deed, th
- date hereof and current real estate taxes not yeldue and payable.

 Title in Mortgagor's Successors. If the ownership of the Premises becomes vested in a person other than Mortgagor, Trustee or holder of the Note, without notice to Mortgagor, may deal vith such successor in interest with reference to this Trust Deed and the indebtedness secured hereby in the same manner as with Mortgagor, and may forbear to sue or may extend time for payment of the indebtedness secured hereby, without discharging or in any way affecting, and may forbear to sue or may extend time for payment of the indebtedness secured hereby, without discharging or in any way affecting, and may forbear to sue or may extend time for payment of the indebtedness secured hereby, without discharging or in any way affecting, and may go Mortgagor hereunder or upon the indebtedness secured hereby, without discharging or in any way affecting, and may go Mortgagor hereby assigns and transfers to holder of the Note and lease or agreement, whether written or verbal, it is any profits now due and which may hereafter become due under or by virtue of any lease or agreements, whether written or verbal, it is any hereby to establish an absolute transfer and assignment of all the said leases and agreements, and all the avails thereo, to loider of the Note, and Mortgagor does hereby appoint irrevocably holder of the Note its true and lawful attorney in its name and if any without taking possession of the Premises), to rent, lease or let all or any portion of the Premises to any portion of the Premises to any portion of the Premises to any portion of the Premises of the Premise and powers conferred upon it therein until and one of the Defaults set forth in paragraph 9 hereof shall have occurred. Neither Trustee nor holder of the Note shall be obligated to perform or discharge any obligation, duty or liability of lessor under any lease of the Premises.
- lessor under any lease of the Premises.

 Waiver of Defense. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

 Forbearance by Trustee or Holder Not a Waiver. Any delay or omission by Trustee or holder of the Note in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, impair o preclude the exercise of any such right or remedy. No waiver by Trustee or holder of the Note of performance of any covenant or agreed the right of trustee or holder of the Note to require or enforce reformance of the same or any other of said covenants or agreements, and no single or partial exercise by Trustee or holder of the Note of any right or remedy hereunder shall preclude other or further exercise thereof or in the exercise of any other right or remedy.

 Rights and Remedies Cumulative. To the extent permitted by applicable law, all rights and remedies herein conferred upon Trustee or holder of the Note are distinct and cumulative to any other rights and remedies under this Trust _e or of forded by law or equity, and may be exercised concurrently, independently or successively. Every right or remedy may be exercised from time to time and as often as may be deemed expedient by Trustee or holder of the Note.
- may be deemed expedient by Trustee or holder of the Note.

 Release of Trust Deed. Trustee shall release this Trust Deed and the lien thereof upon presentation of sails actory evidence that all indebtedness secured hereby has been fully paid and all covenants and agreements herein made by Mortgagor hav been performed. The provisions of the "Trust and Trustees Act" of the State of Illinois as amended from time to time shall be applicable to this Trust Deed. Trustee may execute and deliver such release to, and at the request of, any person who shall, either before or after meturiny "leaved, produce and exhibit to Trustee this Trust Deed and the Note which bears the identification number of this Trust Deed and purport to be executed by the person(s) designated in this Trust Deed as the maker thereof, both representing that all indebtedness secured hereby has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such microscort trustee may accept as the Note described herein any note which bears an identification number purporting to be placed thereor by a prior trustee hereunder or which conforms in substance with the description herein contained of the Note and which purports to be "so ted by the persons herein designated as the makers thereof. Where the release is requested of Trustee and it has never placed its identification number on the Note, it may accept as the Note any note which may be presented and which conforms in substance with the description herein contained of the Note and which purports to be executed by the makers thereof.

 Waiver of Liability. Neither Trustee, nor any of its apents or attorneys, nor holder of the Note, shall (a) have any duty to examine the title.
- Waiver of Liability. Neither Trustee, nor any of its agents or attorneys, nor holder of the Note, shall (a) have any duty to examine the title, location, existence or condition of the Premises, or to inquire into the validity of the signatures or the identity, capacity or authority of the signatories on the Note or on this Trust Deed; (b) be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof; or (c) be personally liable for any acts or omissions hereunder, except in case of their own gross negligence or willful misconduct or that of the agents, attorneys or employees of Trustee or holder of the Note, and, to the extent permitted by applicable law, they may require indemnities satisfactory to them before exercising any power herein given.
- mitted by applicable law, they may require indemnities satisfactory to them before exercising any power herein given.

 Resignation of Trustee. Trustee may, at any time, resign or discharge itself of and from the trust hereby created by instrument in writing filed in the office of the Recorder or Registrar of Titles of the county in which this Trust Deed shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the Premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

 Successors and Assigns. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagor and any and all persons claiming by, through or under Mortgagor, the same as if they were in every case named and expressed, and shall inure to the benefit of Trustee, its successors and assigns, and to holder of the Note. Each from time to time holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such from time to time holder of the Note were herein by name specifically granted such rights, privileges, powers, options and benefits.

 Captions and Programs. The captions and headings of the paragraphs of this Trust Deed are for convenience only and are not to be used
- Captions and Pronouns. The captions and headings of the paragraphs of this Trust Deed are for convenience only and are not to be used to interpret or define the provisions hereof. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the masculine, feminine and neuter shall be freely interchangeable. The word "Note" shall be construed to mean "Notes" when more than one note is used.
- Joint and Several Liability. The word "Mortgagor" shall include all such persons and all persons liable for the payment of the indebtedness secured hereby or any part thereof, and all such persons shall be jointly and severally liable hereon, and any notice from Trustee or holder of the Note to Mortgagor may be given to all Mortgagors in case of any one or more Mortgagors selected by Trustee or holder of the Note. Notwithstanding anything to the contrary herein contained, no Mortgagor is obligated to pay any indebtedness described herein unless the Mortgagor has signed the Note.
- 25. After-Acquired Consumer Goods. To the extent that any property constituting a part of the Premises are consumer goods, notwithstanding anything contained in this Trust Deed or in the Note to the contrary, Trustee or holder of the Note shall not have a lien or security interest in after-acquired consumer goods of Mortgagor other than accessions, unless Mortgagor acquires rights in said consumer goods within ten (10) days after Trustee or holder of the Note have given value. The terms in this paragraph 25 shall be defined as set forth in the Uniform Commercial Code as enacted in Illinois from time to time.
- 26. Governing Law. The loan secured hereby has been made, and the Note and this Trust Deed have been delivered at Calumet City, Illinois, and the rights and obligations of the parties hereunder, including matters of validity, performance, construction and enforcement shall be governed and construed in accordance with the laws of the State of Illinois.

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27. Provisions Severable. Wherever possible, each provision of this Trust Deed shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or clause of this Trust Deed be deemed to be prohibited by or invalid under applicable law, such provision or clause shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or clause or the remaining provisions and clauses of this Trust Deed. IN WITNESS WHEREOF, Modagagor, has executed and delivered this Trust Deed on the day and year first above written. Mattie Silas STATE OF ILLINOIS COUNTY OF COOK Joyce Gertatowski _, a Notary Public in and for and residing in said County, Mattie Silas in the State aforesaid, DO HEREBY CERTIFY THAT_ who is __ personally known to me to be the same person_ _whose name_ _subscribed to the foregoing instrument. she appeared before me this day in person and acknowledged that . _signed, sealed and delivered the said instrument free and valunt by act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. GIVEN under my hand and Not ris! Seal this 22nd day of March My Commission Expires: Identification Number IMPORTANT RIVER OAKS BANK AND FRUST COMPANY, Trustee. THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY RIVER OAKS BANK AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS Assistant Furtary
Assistant Vice President FILED FOR RECORD. MAIL TO: For Recorder's index purposes, insert street address of above described Premises here. River Oaks Bank & Trust Company 1147 W. Garffeld Blvd 1701 River Oaks Drive Chicago, Illinous Calumet City, Illinois 60409 ☐ Place in Recorder's Office Box Number CTO9 28-05-HAN T0998197 12.00