SEE ATTACHED WESTAMERICA MORTGAC This form is used in connection with P.O. BOX 5067

DEPT. 22 ENGLEWOOD, CO. 80155

mortpages insured under the one to four-family provisions of the National Housing Act

day of 1985, between NOVEMBER THIS INDENTURE, Made this 29th BARBARA GEORGANS, A SINGLE WOMAN AND GEORGIA GEORGANS, A SINGLE WOMAN , Mortgagor, and WESTAMERICA MORTGAGE COMPANY

a corporation organized and existing under the laws of THE STATE OF COLORADO Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of

Dollars (\$ 60,723.00

SIXTY THOUSAND SEVEN HUNDRED TWENTY THREE AND 00/100

%) per annum on the unpaid bal-n 7900 EAST UNION AVENUE payable with interest at the rate of payable with interest at the rate of ** per centum (11.50 % ance until paid, and made payable to the order of the Mortgagee at its office in per centum (TWR 3, STE 500, D'AVER, CO 80237 or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of Six Hundred One And 33/100

Dollars (\$, 19.86 , and a like sum on the first day of each and every month thereafter until January the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and navable on the first day of DECEMBER 2015

ELEVEN AND ONE-HALF NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the pe formance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

> LOT 76 in CHARLES J. FORD'S SUBDIVISION OF BLOCK 18 IN SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH-WEST 14 OF THE NORTHEAST 15 OF THE SOUTHEAST 14 OF THE NORTHWEST 14 AND THE EAST 15 (F THE SOUTHEAST 14 THEREOF)

IN COOK COUNTY, ILLINOIS.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of ever k nd for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenance, and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set orth free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illine's, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as here-inafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assess ment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

A COMPA

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r inggrinds area. Palabotet

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here.

by for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenent or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accraed intenest thereon, shall, at the election of the Mortgages, without notice, become immediately due and payable.

THE MORTGACOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 DATS from the date hereof (wiltten statement of any officer of the Department of the Secretary of the Secretary of mortgage, declining and Urban Development dated subsequent to the OUTH DAY (time from the date of this mortgage, declining to insure said note and this mortgage, being declare all sums secured hereby immediately due and the bolder of the note may, at its option, declare all sums secured hereby immediately due and the bolder of the note may, at its option, declare all sums secured hereby immediately due and beyoble.

a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgages, and the Mote secured hereby remaining unpaid, are hereby assigned by the Mortgages secured hereby, whether due or not.

THAT if the premises, or any part thereol, be condemned under any power of eminent, domain, or acquired for

indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. adi to tengalanguissa, ni: Vitadorq bagagitom adi) of etti to to to tangung and perty in agrapam adi adi adi a directed to make payment for such loss, directly to the Mortgages instead of to the Mortgages at its option either to the jointly, and the mere proceeds, or any part thereof, may be applied by the Mortgages at its option either to jointly, and the mere proceeds, or any part thereof, may be applied by the Mortgages at its option either to pre pariouine authories it not made prior by Morigagor, and each insurer company on since the made priority by All insurance shall be carried in companies approved by the Mortgagee and the policity and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in feyor of a id in form acceptable to the Mortgagee. In event of loss Mortgages will give immediate motice by mail to the Mortgagee, who may make

Jypen duepantypremiums on such insurance provision for payment of which has now sen made hereinbefore.

Have premises netternabove described. of the premises hereinabove described.

essignato the Mortgegee all the rents, issues, and profits now due or which new hereafter become due for the use HEAVID AS ADDITIONAL SECURITY for the payment of the indebtedness and the Mortgagor does hereby

ceding paragraph. section (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made undersubsection (a) of the pre-It at any time the wortgagot shall lender to the wortgapee, in accordance with the provisions of the note secured beceby, full payment of the entire indebtedness refreshmed thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgage all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgage e has not become obligated to the provisions of the provisions of subsection (b) of the preceding paragraph. If there shall tender any of the provisions of this of such proceeding paragraph. If there shall under any of the provisions of this of such property of the provisions of this mortgage resulting in a public sale of the property of the provisions of the provisions of the provisions of the property of the mortal payment of such proceedings of all the time the property is otherwise acquired, the balance there is no since the property is otherwise after default, the Mortgagee shall be added to the time the property is otherwise acquired, the balance there is no since the property is otherwise acquired, the balance the remaining unpaid under subsection (b) of the preceding paragraph as a credit against the mount of principal their remaining unpaid under subsection (b) of the preceding paragraph as a credit against the mount of principal their remaining unpaid under subsection (b) of the preceding paragraph as a credit against the mount of principal their remaining unpaid under subsection (b) of the provisions of the provision of the provision of the provision of the provisions of the provision of the pr If at any time the Mortgagor shall tender to the Mort, a) ee, in accordance with the provisions of the note secured or before the date when payment of such ground tents, taxes, assessments, or insurance premiums shall be due. and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on subsequent payments to be made by the Mori gagor, or refunded to the Morigagor. If, however, the monthly payments made by the Morigagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground neads takes, and assessments, or insurance (remiums, as the case may be, when the same shall become due the total of the payments and the Mortgagor under subsection (6) of the preceding paragraph shall exceed the amount of the payments actually and by the Mortgagee for ground rents, taxes, land assessments, or insurance premiums; as the option of the Mortgagor, such exceed it the loan is current, at the option of the Mortgagor, such exceed the may be, such exceed it the loan is current, at the option of the Mortgagor, such exceed the may be, such exceed it the loan is current, at the option of the Mortgagor, such exceed the may be, such exceed the may be a second to the manual transfer of the may be a second to the manual transfer of the may be a second to the manual transfer of the may be, such exceed the may be a second to the manual transfer of the may be a second to the manual transfer of the may be a second to the manual transfer of the may be a second to the manual transfer of the may be a second to the manual transfer of the may be a second to the manual transfer of the manual transfer of

Any deficiency in the annual of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgager may collisis chargest in the next such payment, consider (\$1) for each payment more than titleen (15) days in the catter explaints and found to the next such to cover the extra explanation had been delinquent payments.

(c) All ter went americaned in the two preceding subsections of this paragraph and all payments to be made under the note around appoint the two preceding subsections of this paragraph and all payments to be dided together and the arguegate amount thereof shall be paid by the Mortgages to the following items in the order set forth:

(i) pre ni in charges under the contract of insurance with the Secretary of Housing and Urban Development, or the smooth of the contract of insurance premiums;

(iii) group 'ning it any, taxes, special assessments, tire, and other hazard-insurance premiums;

(iii) interest on he notes secured hereby, and

(iii) interest on he not the principal of the said note.

(iii) should said note.

her such and splicable Regulations of Housing and Urban Development pursuant to the Retional Housing Act, as amended, and applicable Regulations increments.

Lit and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in itea of a mortgage insurance premium) which labelly being in itea of the average insurance premium of the sverage outstanding being more than once compared, without taking into account delinquencies or prepayments.

A sum equal to the based insurance covering the premiums that will next become due and payable on the mortage of the said other hazard insurance covering the mortgaged property, plus taxes and assessments manners and other assessments are only the continues of the mortage of the material sums and other hazard insurance covering the Mortgaged property, plus taxes and assessments are such ground rents, premiums, the months to elapse before one month prior to the date when such ground rents, premiums, taxes, and seesangements, and the two preceding subsections of this species in trustic pay said ground rents, premiums, taxes, and species as a seesangements; and the two preceding subsections of this parages in trustic pay said ground rents, promiums, the two preceding subsections of this paragements and all payments to be made under the

An amount sufficient to provide the hotter hereof with funds to pay the next mortgage insurance premium if this tastrument sufficient to provide the hotter hereby are insured, or a monthly charge (in lieu.of a mortgage insurance premium) if they are had so long as said noice of even date and this instituents are insured under the provisions [10] if sufficient to leave and this instituent are reinsured under the provisions of the Nesting Act, an amount autiticient to accumulate in the insurance under the hotter holder one (I) month pay such premium to the Secretary of thusing and Uban Development pursuant to the Mational Housing Act, as amended, and applicable Regulations thereunder; or

Thei, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagoe, on the first day of each month until the said note is fully paid, the following sums:

that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepaystrements of the more accessors the mode, on the date of in wholes on month prior or more strengthy payments.

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AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable suit shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party there to by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and clarge upon the said premises under this mortgage, and all such expenses shall become so much additional indicatedness secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL BF. INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pirsuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract end examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the sail principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagoe will, within thirty (30) days after written time and therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagoe.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgager shall operate to release, in any manner, the original liability of the Mortgagor.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and an signs of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

the fem: WIT		d seal of the Mortgagor,	the day and ye	ear first written.			
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STATE	OF ILLINOIS	K	ss:				
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GIV	EN under my hand an	d Notarial Seal this	29th day	y primpo	, A. D. 19 37		
				Awit E	Notary Public		
DOC. NO	NO. Filed for Record in the Recorder's Office of						
		County, Illinois,	on the	day of	A.D. 19		
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LOAN# 00009092 (09) OFFICIAL GOODS 131:4212072-703

RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

INIT OF This rider attached to and made part of the Mortgage between BARBARA GEORGANS AND WOMAN Mortgagor, and WESTAMERICA Mortgage, Mortgage, tevises said Mortgage as follows: MORTGAGE COMPANY

11/29/85

1. Page 2, the second covenant of the Mortgagor is amended to read:

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property (all as estimated by the Mortgage) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premium, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums taxes and a special asse/smarts; and
- (b) All payments mintioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
 - (I) ground rents, if any, taxes, special assessments, fire, and other hazard insertance premiums;
 - (II) interest on the note secured hereby; and
 - (III) amortization of principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" nor to exceed four cents (4c) for each dollar (\$1) for each payment more there fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor water subsection (a) of the preceding paragraph shall exceed the amount of the payments estually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, or shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgages shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

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CONTRACTOR STATEMENT OF THE

Landing was to the order Legisland Committee of the Committee of

Coot Colling Clart's O

BARBARA GEORGANS

Dated as of the date of the mortgage referred to herein.

Development.

Incligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage in Insurance premium to the Department of Housing and Urban in Theorem 1 in the Department of Housing and Urban in Theorem 2 in the Department of Housing and Urban in the Depar This option may not be exercised by the Mortgagee when the

2. Page 2, the penultimate paragraph is amended to add the following sentence:

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Jan San Land			PREPAYME	NT	<u> </u>	RIDER		
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	Th	e Rider,	dated the	29th	day of	November 1	er,	1985,
	amends	the .	Mortgage			of ever	n date by	and
	between	Barbara	Georgans & G	eorgia Georg	ans	, the	Borrowers	
	WEST	AMERICA MO	RTGAGE	, the	LENDER	(· · · · · · · · · · · · · · · · · · ·	, and
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