01- 35640-23

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This instrument was prepared by:

RICHARD J. JAHNS

5200 W FULLERTON AVE

CHICAGO, ILL 60639

MORTGAGE

THIS MORTGAGE is made this	
WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY, ONE, THOUSAND, FOUR HUNDRED, AND NOVIO. TOUR HUNDRED, AND NOVIO. Thousand the principal sum of FORTY, ONE, THOUSAND, FOUR HUNDRED, AND NOVIO. Thousand the principal sum of Forty, ONE, THOUSAND, FOUR HUNDRED, AND NOVIO. Thousand the principal sum of Forty, ONE, THOUSAND, FOUR HUNDRED, ONE, THOUSAND, ONE, THOUS	Ss d
To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, vitt interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does pareby mortgage, grant and convey to Lender the following described property located in the County of	s t
LOT 207, IN WILLIAM DEERUTS'S DIVERSEY AVENUE SUBDIVISION, IN THE SOUTH WEST 1/4 OF THE NOWTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.	94
9. 900 17 2110 41 85326068	
	925 48.

which has the address of ... 1936 W. WOLFRAM CHICAGO

[Street] [City]

ILLINDIS 60657 (herein "Property Address");
[State and Zip Code]

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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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Andrew Berger (1984) and the second of t The second of the

no acceleration had occurred.

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dam of Commet.	
	My Commission expires: 3-81-1986
EBet November 19es	
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	subscribed, to the foregoing instrument, appeared before
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¥o ¬∋H⊃∀e V	do hereby cernby that FATRICK J., KELL (1)
, a Notary Public in and for said county and state,	T. Moomer L. Court
ss ynnoO.	STATE OP ARLINOIS,
Borrower	
PATRICK G. KELLY -Bonower	
M. D. Childe	\mathcal{H}
	CONCINE SON THE SON BOLLOWER DESCRIPTION OF THE SON TH
right of homestead examption in the Property.	10 Borrower, Corrowershall pay all coals of recordation, it a
dvanced in accordance herewith to protect the security of this Morigage without charge. Nortgage, Lender shall release this Morigage without charge.	Notigage . Ye sed the original amount of the Note plus US S.
with interest thereon, shall the principal amount of the cured hereby. At no time shall the principal amount of the	make Future Advances to Borrower. Such Future Advances,
ge. Lender and the receiver shall be liable to account only for other, at Lender's outlon prior, to release of this Mortgage, may	attorney's (ees and then to the sums secured by this Mortgal
o receiver's fees, premiums on receiver, bonds and reasonable of men services of the property and to collect the reasonable property and to collect the reasonable open and the property and to collect the reasonable open and the property and the	Pi odr. aganam bna 10 noisteatod shar (noqu raina or ballina llada rayleost odi 10 labos I (d. baloslilo) angal llA, sub rag
ollect, and retain such rents as they become due and payable onment of the Property, and at any inme prior to the expiration in person, by agent or by judicially appointed receiver, shall be	U pon acceletation under paragraph 18 hereol or abander; in the profession and the profession of the p
inder in Possession. As additional security hereunder, Borrower and Borrower shall, prior to acceleration under paragraph 18	.05. Assignation of Rents; Appolntment of Receiver; Le
and the control of th	no acceleration had loccurred.

payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as it (d) Borrower inkes such action as Lender may reasonably require to assure that the lien of this Mortgage. Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such erioteine freugei, a lemegrea se biologed in baragraph (a hereof, including but not limited to reasonable attorners and an expenses included to reasonable attorners and in the workage, the More and notes securing Future Advances, it any that not acceleration occurred; (b) Borrower cures all reasonable prior to crity of a judgment enforcing this Mortgage II; (a) Borrower pays Lender all sums which would be then due under

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the

manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's

interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage. with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, 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 such notice is mailed. Lender is a thorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the

Property or to the sum; secured by this Mortgage.

Unless Lender and Postower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Leisler to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or efuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Wa'ver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebted on secured by this Mortgage.

12. Remedies Cumulative. All remedies previded in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or eq. 17, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure a, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Moriga is are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applies bl. law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when giver in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of moveage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without in conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note will of this Mortgage at the time

of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage. (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold intered. There years or less net containing no option to purchase. Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale of transfer. Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period. Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

if the borrower ceases to occupy the property as his principal residence Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant quantum agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result fin acceleration of the sums secured by this Mortgage, 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 breach is not cured or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Morigage to immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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reasonable attorney's rees and enity upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the required to maintain such insurance in effect until such time as the required to maintain and bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums as its necessary to protect Lender's interest, including, but not limited to, disbursement of Ty Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Property, afficult Lender's interest in the Property, necitally affects Lender's interest in the Property, necitally affects Lender's interest in the Property, affects Lender's interest in the Property, and Lender's interest in the Property, and Lender's interest in the Property.

were a part hereof. Tresevation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower aball keep the Property in good repair and shall not commit waste or permit impairment or deterroration of the Property and shall comply with the provisions of any lease it this Mortgage is on a little in a Linis Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations unit development, and condominium or planned unit development and condominium or planned unit development, and condominium or planned unit development, and condominium or planned unit development and regulations of the rider condominium or planned unit development and condominium or planned unit development is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider while he incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as it the rider with the party hereof.

in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or or age and in and to the extent of the sums secured by this Mortgage immediately prior to such sale or or to the sums secured by this Mortgage.

Unless Lender, and Borrower otherwise agree in writing, any such application of proceeds to printip V shall not extend or postpone the due date of the monthly installments referred to in paragraphs I and 2 hereof or ich r.ge'the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be rapplied to restoration or repair is economically feasible are 11.6 security of this Mortgage is not thereby impaired. It such restoration or repair is not economically feasible or if the struit of this Mortgage would be impaired the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower, is included to the arms secured by this Mortgage, with the excess, if any, paid to Borrower, is included to Borrower, or if Borrower fails to respond to Lender which in 30 days from the standard to Borrower is in the insurance carrier offers to settle a claim for it as ance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration of the Property or to the sums secured by this Mortgage.

clause in tayon of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all rece paid premiums. In the event of loss, Borrower shall promptly furnish to Lender Lender may, nake proof of loss if not made promptly borrower shall give prompt notice to the insurance carrier and Lender. Lender may, nake proof of loss if not made promptly Misurance policies and renewals thereof shall be in forceptab etc. Lender and shall include a standard mortgage

Against loss by fire, hazards in speaker to proven the improvement of increments of the property of any part material against loss by fire, hazards as Lender may require against loss by fire, hazards as Lender may require and in such amounts and its each amount of coverage required to pay it. Ams secured by this Mortgage as Lender may required to pay it. Ams secured by this Mortgage as Lender; provided, that such amount of coverage required to pay it. Ams secured by this Mortgage.

The insurance carrier providing the insurance shall be chose a oy Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premise. All premises and he payment, when due, directly to the provided under paragraph 2 hereof or, if not paid in such manner, by Nor ower making payment, when due, directly to the directly to server.

degal proceedings which operate to prevent the enforce and the tien or forfeiture of the Property or any part thereof principal on any struite Advances.

Charges, these and impositions attributable to the Property which may attain a priordy or this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, 't'r of paid in such manner, by Borrower making payment, when due, directly to the 'payee, thereof's Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien wh.c', has priority over this Mortgage, provided, that Borrower shall not be Borrower shall promptly discharge any lien wh.c', has priority over this Mortgage, provided, that Borrower shall not be required to discharge any lien wh.c', has priority over this Mortgage, provided, that Borrower shall not be required to discharge any such lien wh.c', has priority over this Mortgage, provided, that Borrower shall not be required to discharge any such lien wh.c', has priority over this Borrower shall not be required to discharge any such lien as Borrow as Borrower shall agree in writing to the payment of the collegation secured by least in a small provided, the substity of such lien in line and order of the property of any part thereof least in secured in an order the payment of the property of such lien in large in an order of the property of any part thereof least in secured by least in an order of the property of any part thereof least in secured or discharge which mere to be such lien in large the line of the property of any part thereof least in secured in an order of the property of any part thereof

principal on any Future Advances. Application of Paymen a. Unless applicable law provides otherwise, all payments received by Lender the Mote and paragraphs I and A. 1.2 sof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraphs? I here to interest and under paragraphs? Acrest payable on the Mote, then to the principal of the Mote, and then to interest and

by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the amount of the Funds held by Lender, together with the future and ground rents as they dates of taxes, assessments, insurance premiums and ground rents as they fall due, such excees shall be, at Borrower's option, either promptly e. 14 to Borrower or credited to Borrower or monthly installments of Funds. If the amount of the Funds from the form of the Funds and ground rents as they fall due, shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, borrower any amount increasing payment thereof.

Borrower'shall, yo'o Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender for payare and ground rents as they fall due, borrower any amount the case of the Property is otherwise acquired by Lender. Linder paragraph 18 hereof the Property is otherwise acquired by Lender, Lender at the sums secured by this Mortgage.

Lender at the importance of application to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Application of Payment a credit against the sums secured by this Mortgage.

by this Mortgage. state agency (including Lender is such an institution). Lender shall apply the Funds of guaranteed by a receismost state agency (including Lender is such an institution). Lender shall apply the Funds of pay said taxes, assessments, insurance premiting and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account. Or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the Funds and applicable law requires such interest to be paid, Lender and Lender may agree in writing at the Funds shall be paid to aborrower and unless such agreement is made, or applicable law requires used interest to be paid, Lender shall be read to pay Borrower and interest or anonage on the Funds and the render interest or band, Lender and accounting of the Funds showing credits and debits to the Funds was made. The Funds are pledged as additional security for the Funds accured by this Mortgage. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or

Tunds for laxes and lineurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of yearly premium installments for hazard insurance. Mortgage, and ground tents on the Property, if any, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time rolling to dysarty premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time rolling to dysarty premium installments and bills and reasonable estimates thereof.

on any Future Advances secured by this Mortgage.

indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the

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

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ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this .25TH. day of
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 1736 WOLFRAM, CHICAGO, ILLINOIS 60657
Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows: A. INTEREST RATE AND MONTHLY PAYMENT CHANGES The Note has an "critical Interest Rate" of the Note interest rate may be increased or decreased on the day of the month beginning on
[Check one box to indicate Index.] (1) ""Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board (2) (2) (3) (4) (5) (6) (7) (8) (9) (1) (1) (1) (2) (3) (4) (5) (6) (7) (7) (8) (8) (9) (9) (10)
[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.] (1) There is no maximum limit on curinges in the interest rate at any Change Date. (2) The interest rate cannot be changed for more than percentage points at any Change Date.
(2) [1] The interest rate cannot be changed ry more than percentage points at any Change Date. If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payment. Decreases in the interest rate will result in lower payments. B. LOAN CHARGES It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges
and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) ray such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sum's plready 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 Note or by making a direct payment to Borrower.
C. PRIOR LIENS If Lender determines that all or any part of the sums secured by this S. curity Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower: notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument. D. TRANSFER OF THE PROPERTY
If there is a transfer of the Property subject to paragraph 17 of the Security Instrumen', Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the mount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a Lordition of Lender's waiving the option to accelerate provided in paragraph 17. By signing this, Borrower agrees to all of the above.
tatues J. Kell (Scal) FATRICK J. KELLY —Borrower

.... (Seal)

—Borrower

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