EARL R. SHOSTROM 2nd VICE PRESIDENT AND ASSOCIATE COUNSEL BANKERS LIFE COMPANY 711 HIGH STREET, DES MOINES, IOWA 50307

payable on the first day of

MORTGAGE

This form is used in connection with mortgages; insured under, the one, to four-family provisions of the National Hausing Act. 21 Smithelm ted?

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THIS INDENTURE, Made this

day of

, 19⁸⁶, between the state of the state of

that welltern

Raymond K. Bruno, Jr. and Nary L. Bruno, husband and wife BANKERS LIFE COMPANY

manage, Mortgagor, and

a corporation organized and existing under the laws of the State of Iowa 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

Sixty Eight Thousand Four Hundred Fifty and No/100..... Dollars (\$ 68,450.00)

payable with interest at the rate of ten per centum (10 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in De's Moines; Iowa or at such other place as the holder may designate in writing, and deliver-

September, 2016

NOW, THEREFORE, the and Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the percomance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARKANT unto the Mortgagee, its successors or assigns, the following described Real Cook and the State of Estate situate, lying, and being it the county of

Lot 10 in Block 6 in Bridgeview Manor, a Subdivision in the West 1/2 of the Southeast 1/4 of Section 25 Township 38 North, Range 12 East of the 3rd Principal Meridian in Coot County, Illinois.

18-25-412-018 horace has budgered agrantic yagran e

7654 5 Thoras 5. J.

RETURN TO profession and sold valued in

BANKERS LIFE COMPANY P.O. BOX-1265h to the mention dist 2111 PLUM STREET ben gridneds to AURORA, ILL 60507

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 kind 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, atla, and interest of the said Mortotto okarja ja Moora oli myösikk 18. otto ilminist otto ja oli suosa otto ilminista oli otto ilminista. gagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances undiffixtures, unto the said Mortgingee, its successors and assigns, forever, for the purposes and uses herein set ortho free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of I line so which said rights and benefits the said Mortgagor does hereby expressly release and wnive.

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 hereinafter 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. he required by the Mortgagee.

In case of the refusal or neglect of the Morlgagor 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, and its mortgaged premises, if not otherwise paid by the Mortgagor, and its mortgaged premises, if not otherwise paid by the Mortgagor, and its mortgaged premises, if not otherwise paid by the Mortgagor, and its mortgaged premises, if not otherwise paid by the Mortgagor, and its mortgaged premises, if not otherwise paid by the Mortgagor, and its mortgaged premises, if not otherwise paid by the Mortgagor, and its mortgaged premises, if not otherwise paid by the Mortgagor, and its mortgaged premises, if not otherwise paid by the Mortgagor, and its mortgaged premises, if not otherwise paid by the Mortgagor, and its mortgaged premises, if not otherwise paid by the Mortgagor, and its mortgaged premises, and its mortgaged premises, and its mortgaged premises, and its mortgaged premises and its mortgaged premises, and its mortgaged premises, and its mortgaged premises are paid by the Mortgagor premises and its mortgaged premises and its

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 lax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof, to satisfy the same. terest therein with it there is given the Great Device Street

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on the principal that are next due on the note; on the first day of any month prior to maturity; provided, however, with 115 that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepay 1600 menternal 1600

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 Mortgagor on the first day of each month until the said note is fully paid, the following sums:

terms of the note is fully paid; the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium; instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium); if they are held by the Secretary of Housing and Urban Development, as follows;

(a) Told his National, Housing; Act, as amount, sufficient to accumulate, him the holder one; (1) monthly prior to its due date the annual mortgage insurance premium, in order to provide, such holder with funds to pay such premium to the Secretary of Housing; and Urban Development; pursuant to the National Housing; Act; as amount, sufficient to accumulate, him, the hands of the housing; Act; as amoned, and applicable Regulations thereunder; or the sum of the sum

If the total of the payments made by the Mirtgagor under subsection (b) of the preceding paragraph shall exceed If the total of the payments indue by the Mortgagee for ground rents, taxes, and assessments of insurance of the mount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments of insurance promiums, as the case may be, such excess, and loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor of the Mortgagor. If, however, the monthly payments indue by the Mortgagor under subsection (6)/of the receding paragraph shall not be sufficient to pay ground that taxes, and assessments, or insurance premit is, as the case may be, when the same shall become due wents, taxes, and assessments, or insurance premit. It is the case may be, when the same shall become due sand payable, then the Mortgagor shall pay to the Mortgagor any amount necessary to make up the deficiency, on agree 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 Mortgagor, in accordance with the provisions of the note; secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagor shall, in computing the amount of such indebtedness credit to the account of the work gagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagor has not become obligated to pay to the Secretary of Housing and Urban, Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) 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, a lift the Mortgage 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 (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 much ander subsection (a) of the preceding paragraph.

ing paragraph, (Seminal) inc., incerning), and product the independent of the indebtedness afore additional iscound associated as ANDI AS ADDITIONAL iSECURITY: for the payment of the indebtedness afore additional isecurity for the payment of the indebtedness afore additional isecurity for the payment of the indebtedness afore additional indepted as a contract of the indebtedness afore additional indepted as a contract of the indebtedness afore additional indepted as a contract of the indebtedness afore additional indepted as a contract of the indepted as a contract of t assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the users of the premises hereinabove described.

binTHATCHE WILLIKEEP the himprovements now existing or hereafter erected on Permit gaged property; in-sured as may be required from time to time by the Mortgagee against loss by fire and of rep azards (casualties) and contingencies in such amounts and for such periods as may be required by the Mortgag ear of will pay prompt ly, when due, any premiums on such insurance provision for payment of which has not been as a hereinbefore in

All insurance shall be carried in companies approved by the Mortgagee and the policies, and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee. In may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby a norized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the burchaser or grantee.

THAT if the premises, or any part thereof, be condemned under any power of eminent domain; or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount

a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness, upon this Mortigage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due of not

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within thirty days from the date hereof (written state) ment of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the stated time from the date of this mortgage, declining to insurersaid note and this mortgage, being deemed conclusive proof of such ineligibility, the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable stated vorgation in the location was a stated from the stated

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 covenant or agreement hereis stipulated, then the whole of said principal sum remaining unpaid together with account in terest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

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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 sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and was 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 the etably reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or collicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indefeedness secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in jursuance 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 and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the not, age, 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 said 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 berein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after writte. It mand 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 Mortgagee.

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 Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

THE COVENANTS HEREIN CONTAINED shall bind, any the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns 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.

WITNESS the hand and seal of the Mortgagor, the day and year first written.

- Kayn	urulk Bruno, J	SEAL]	Maria	to Bru	nu [se	AL
Kaymor	id K. Bruno, J		Hary (L. Bruno		AL
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STATE OF I	LLINOIS					
COUNTY OF	Cook		55;		175.	
į, the	undersigned		, a nota:	ry public, in and	for the county and	State
aforesaid, Do	Hereby Certify	That Raymond K. Bruno,	Jr. and	Mary L. Bruno C personally know	, husband and on to me to be the	wife same
	knowledged that ntary act for the u	subscribed to the fo they signed, sealed, uses and purposes therein se	and deliver	ed the said instru	ment as their	_
GIVEN u	nder my hand and	Notarial Seal this 29 td	day ر	Ququet	, A. D. 19 8	6
			Degg	y a C	arlson Notary Publ	ica
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DOC. NO.		Filed for Record in the Reco	rder's Offic	e of		
		County, Illinois, on the		day of	A.D. 1	9
at	o'clock	m., and duly recorded i	in Book	of	Page	
						

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FHA CASE NO. 131-4616242-703

RIDER TO ILLINOIS MORTGAGE

This rider attached to and made part of the Mortgage between Raymond K. Bruno, Jr. and Mary L. Bruno, husband and wife and Bankers Life Company, Mortgagee, dated August 29, 1986 as follows:

, Mortgagor, revises said Mortgage

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, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elspse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- (b) All payments mentioned 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 Intowing items in the order set forth:
 - (1) ground rents, it any taxes, special assessments, tire, and other hazard insurance 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 and of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handing delinquent payments.

If the total of the payments made by the Mortgagor under stribsection (a) of the preceding paragraph shall exceed the amount of the payments actually 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, shall be credited on subsequent paymen is 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 rerus, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become dies and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the unlicency, 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 Mongagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgag's 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 cale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after deput, 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.

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

This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

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

Raymond K Round Jr.
Mortgagor Raymond K. Bruno, Jr.

Mary L Bruno
Mortgagor Mary L. Bruno

Cook County Clork's Office

86404224

UNOFFICIAL COPY 8 6 4 0 4 2 2 4 ILLINOIS MORTGAGE RIDER

This Rider, dated the Att day of AUGUST, 19 86, amends the Mortgage of even date Raymond K. Bruno, Jr. and					
by and between <u>Mary L. Bruno, husband and wife</u> , the Mortgagor, and Bankers					
Life Company, an Iowa Corporation, the Mortgagee, as follows:					
1. In Paragraph 1 of Page 2, the sentence which reads as follows is deleted:					
"Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment."					
2. Paragraph 1 of Page 2 is amended by the addition of the following:					
"Privilege is reserved to pay the debt, in whole or in part, on any installment due date."					
IN WITNESS WHEREOF, Raymond K. Bruno, Jr. and Mary L. Bruno					
ha <u>ve</u> set <u>theirhand(s)</u> and seal(s) the day and year first aforesaid.					
Raymond K. Bruno, Jr. (SEAL)					
Mary L Brund (SEAL)					
STATE OF ILLINOIS					
COUNTY OF ss:					
l,					
the county and State aforesaid, Do Hereby Certify That Raymond K. Bruno, Jr.					
and Mary L. Bruno					
wife, personally known to me to be the same persons whose name 8 2 re					
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their					
digital social and converse inc said instrument as					
and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right					
of homestead.					
GIVEN under my hand and Notarial Seal this 27th day of August, A.D. 19 86					
Deggy a Carlson Notary Public 3-15-90					
5-15-90					

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