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ACCOUNT #5-42225-96 PIN #14-16-304-039-1065 PP

This instrument was prepared by: Edward D. Palasz, Executive Vice President Avondale Federal Savings Bank 20 North Clark Street Chicago, Illinois 60602

AVONDALE PRIME LOAN MORTGAGE

86121576

THIS MORTGAGE IS	Nell Lewis, di	vorced and no	t since rema	rried	10 00 , botwoon the
Chicago, Illinois 80602 (h	orein "Londer").				oso address is 20 North Clark Street
to advanced pursuan', in interest and, with incident and and incident and Advances') as are described accurate and this Mortgage.	he obligation of Lender (whitence of the indebtedness, to repayment of the indebted in caragraph 18 hereof), and the performance of the	chever is losser), and or if not sooner paid, du bladness evidenced by the payment of all oth a covenants and acroon	idanaad by Borrower' e nud-payable on the Note (including, b er sums, with interest nents of Borrower her	ut not limited to, such thereon, advanced in on the contained to borrow	int"), or so much of that sum as may nonthly payments of principal and/or 1991. obtigatory future advances ("Future accordance herewith to protect the or does hereby mortgage, grant and
	perty ic ally described being the address. Which has the address.				
THIS	MORTG	IGE. S.	ached		ORTGAGE
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TOGETHER with all the improvements now or hereafter created on the property, and all easements, rights, appurionances, rents, royalites, 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 per of the property evered by this Mortgage; and all of the foregoing, logether with said property (or the leasehold estate if this mortgage is on a leasehold) we will referred to as the "Property".

Borrower covenants that Borrower is lawfully selsed of the scale hamby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unancumbered, with the exception of those items. If an , flat id in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property, and that Borrower will warrant and toland generally the title to the Property against all claims and domands, subject to any encumbrances, declarations, easements or restrictions listed in a service of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when dur without set-off, recoupment, or ideduction; the principal of and the interest on the indebtedness evidenced by the Note, and late charges as provided in the wole, including the principal of and interest on any Future Advances secured by this Mortgage.
- 2. Application of Payments. All payments received by Lender under the Note and peragnet 1 hereof shall be applied by Lender first in payment of interest due on the Note, then to the principal of the Note, including any amounts considered as added thereto under the terms hereof.
- 3. Charges; Liens. Borrower shall promptly pay all obligations secured by a mortgage or this feed attacting the Property, taxes, assessments, and other charges, tines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents. If any, when due, Borrower shall promptly furnish to Lender all notices of amounts due under this party; hand in the event Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly furnish to Lender receipts evidencing such payments.
- 4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Fig. perty insured against less by Ilro; hezards included within the term. "extended coverage", and such other hazards as Lender may require and in such to ounts and for such periods as Lender may require; Provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage, quiried to pay the sums secured by this Mortgage and all other Mortgages and Trust Deeds with respect to the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, Provider, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower when due.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortge, elicuse in favor of and in form acceptable to lender. Lender shall have the right to hold the policies and renewals filtered, and Borrower shall promptly furnis 1 to Lender all renewal notice and all receipts of pald premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lander may make proof of loss if not made promptly by Borrower.

loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible or if the security 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, if the Property is abandoned by Borrower, or if Borrower falls to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to sums secured by this Mortgage.

Unless Lender and Borrower 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 paragraph 1 heroof or change the amount of such installments. It under paragraph 16 heroof, the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

- 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a tease hold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent decuments. It a Condominium or Planned Unit Development Rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of this Mortgage as if the Rider were a part hereof.
- 8. Protection of Lender's Security. If Borrower falls to perform the Covenants and agreements contained in this Mortgage, or any mortgage or trust deed affecting the Property, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

 Any amounts disbursed by Lender pursuant to this paragraph of with interest.

Any amounts disbursed by Lender pursuant to this paragraph 6 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 considered as so much additional principal due under the Note payable upon notice from Londer to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to dispure 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 pargraph 6 shall require Lender to Incur any expense or take any action hereunder.

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of the Property, providing that Lender shall give interest in the Property. inspection, Londor may it

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other laking 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 Active the event of a partial taking of the Property; unless Borrows and Lander otherwise agree in writing, there shall be applied to the sums sequred 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 the secured by the Mortgage immediately prior to the date of taking, with the balance of the proceeds paid to Borrows. If the Property is abandoned by Borrows, or if, after notice by Lender to Borrows that the condemnor offers to make an award or settle a claim for damages, Borrows fails to respond to Lender within 30 days after the date such notice is malled, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower 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 paragraph 1 hereof or change the amount of such installments.

- 9. Borrower Net Réleased. Extérision of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest. Lender shall not be required to commence proceedings against such successor or refuse 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.
- 10. Forbearance by Lender Not a Walver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a walver 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 walver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 11. Remedies Cumulative. All remedies provided in this Mortgage are distict and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
- Successors and Assigns Bound; Joint and Beveral Liability; Captions. The convenants and agreements herein contained shall bind, and the rights that inure to no expective successors and assigns of Londer and Borrower. All covenants and agreements of Borrower shall be joint and several. hereunder shall have to the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 13. Notice, Except or the notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice 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 which 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 designed, 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 given in the manner designated herein.
- 14. Governing Law; Severability this Mortgage shall be governed by the laws of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, a criconflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable. Time is of the essence of this Agreegment.
- 15. Transfer of the Property: Assumption in 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 10 in or encumbrance subordinate to this Mortgage which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purior se money security interest for household appliances, (c) a transfer by devise, descent of by operation of law upon the death of a joint tennant or tenant by the minety, (d) the grant of any leasehold interest of three years or less not containing an option to purchase, (e) a transfer, in which the transferse is a pers in who occupies or will occupy the Property, which is (1) A transfer to a relative resulting from the Borrower's death, (2) A transfer there the Borrower's pusses or child(ren) becomes an owner of the Property, or (3) A transfer to a relative resulting from a decree of dissolution of marriage, legal separation suprement, or from a midental property settlement agreement by which the Borrower's spouse becomes an owner of the Property, or (f) a transfer to an inject vive grust in which the "orrower is and remains the beneficiary and occupant of the Property, unless as a condition of the Property of (f) at transfer of the borrower regises to provide the under will the reasonable means acceptable to the Lender by which the Lender will be assured timely notice of any subsequent transfer of the beneficial interest of mange in occupancy, Lender may, at Lender's option, and without notice to Borrower, declare all sums accured by this Mortgage to be immediately due a payable. Lender is hereby subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the loan hereby secured.
- 18. Acceleration; Remedies! Upon Borrower's default in the parto mance of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage by including the secured by this Mortgage and may foreclose this Mortgage by judicial processing Lender shall be entitled to collect after default, all estimated and actual expenses incurred by reason of said default, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts, and title reports.
- 17. Assignments of Rents; Appointment of Receiver; Lender in Possession. As id itional security hereunder, Borrower hereby assigns to Lender the rents of the Property; Provided; that Borrower shall, prior to acceleration under parar, at his hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be ruttled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lendur or the receiver shall be applied first to payment of the costs of management of the Property and collection of tents, including, but not limited to receiver a fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgags. Lander and the receiver shall be list and account only for those rents actually received.

- 18. Future Advances: The Holder of the Note secured by this Mortgage is obligated to make advince, of principal as requested from time-to-time for a period of five (5) years from the date of the Note) unless the amount requested when added to the the contraining principal balance would exceed the Maximum Amount, or there shall then exist a default under the terms of the Note of Mortgage; or there shall then exist a federal, state, or local statute, law, or ordinance, or a decision by any tribunal which (in the reasonable opinion of any Holder of the Note) adva soly affects the priority or validity of the Note or this Mortgage; or the Sorrower shall no longer own the Property; or the Borrower is involved in bankruity or insolvency proceedings. At no time shall the principal amount of the indebtedness secured by this Mortgage; not including sums advanced in accordancy received the security of this Mortgage, exceed the Maximum Amount.
- 19. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without one go to Borrower Borrower shall pay all costs of recordation, if any.
 - Walver of Homestead, Borrower hereby walves all right of homestead exemption in the Property.

		IN WITHERS HEREOF	Borrower has exec	uted this Mortos	3e.	Ö	•
STATE OF	Illinois)	er en	Ne.	LL JU	wi		Borrower
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COUNTY OF	and the second of the second o						
	undersigned l Lewis, divorce	d and not since	remarried	pe	or said county and rechally known to	me to be the s	ame person(s)
where name(s)	1 s subscr livered the said instruments	bed to the foregoing instr	ument, appeared bei d voluntary act, for	ore me this day in the uses and pur	person, and ackno poses therein set f	wledged that _ orth:	S_ he
پر بد	my hand and official seal,		7.t.b	day of	March		, 19 <u>86</u> _
Ċ	slon expires:	14	·	0-1	Jan		
397/10	9/29				Notary Public		

Return this recorded document to: Avondale Federal Bavings Bank, 20 North Clark Street, Chicago, Illinois 60602.



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DEPT-01 RECORDING \$14.25 TH3333 TRAN 0486 03/31/84 15:34:00 H2810 # C #-@&-12157&

UNIT NO. 9E, AS DELINEATED ON SURVEY 1015 THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "DEVELOPMENT PARCEL"): LOTS 7, 8, 9 AND 10 IN COUNTY CLERK'S DIVISION OF LOTS 12 AND 13 AND LOT 25 (EXCEPT THE WEST 550 FEET THEREOF) TOGETHER WITH ACCRETION THERETO IN SIMONS AND GORDON'S ADDITION TO CHICAGO, A SUBDIVISION OF LDTS 10 AND 19 AND VACATED STREETS BETWEEN IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO THE WEST 100 FEET OF LOT 13 IN SIMON AND GORDON'S ADDITION TO CHICAGO SAID ADDITION BEING A SUBDIVISION OF LOT 10 AND LOT 19 AND VACATED STREET BETWEEN SAME IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16. TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MEFIDIAN, IN COOK COUTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NO. 43/51 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 22414417; TOGETHER WITH AN UNDIVIDED PERCENT INTEREST IN SAID DEVELOPMENT PARCEL (EXCEPTING FROM SAID DEVELOPMENT PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

MORIGAGOR ALSO HEREBY GRAVITS TO THE MORIGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURIESANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BELEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID. THIS MORIGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENAVIS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION; THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

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Property of Cook County Clerk's Office The search of the Secretary of the second of

UNOFFICIAL COPY AVONDALE PRIME LOAN 5-42225-96 CONDOMINIUM RIDER

COMPONINION RIDER
THIS CONDOMINIUM RIDER is made this 27th day of March 19.86, and is incorporated into and shall be deemed to amend and supplement a Mortgage (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to AVONDALE FEDERAL SAVINGS BANK (herein "Lender") and covering
the Property described in the security instrument and located at 4170 Marine Dr., Unit 9E. Chicago, 11, 60613 (Property Address)
The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as <u>Waterford Condos</u>
(Name of Condominium Project) (Herein "Condominium Project").
CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the security instrument, Borrower and Lender furthe, covenant and agree as follows:
A. Assessments. Corrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.
B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:
(i) Borrower's obligation under Coverant 4 to maintain hazard insurance coverage on the Property is deemed satisfied; and
(ii) the provisions in Covenant 4 regarding application of hazard insurance proceeds shall be super- seded by any provisions of the declaration, by the strong regulations or other constituent document of the Condominium Project or of applicable law to the strong necessary to avoid a conflict between such pro- visions and the provisions of Covenant 4. For any period of time during which such hazard insurance coverage is not deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.
In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such promise payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, I any, paid to Borrower.
C. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with I ender's prior written consent, partition or subdivide the Property or consent to:
 the abandonment or termination of the Condominium Project, except for abandonment or term- ination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condomnation or eminent domain;
(ii) any material amendment to the declaration, by-laws or node or regulations of the Owners Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or
(iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.
D. Remedies. IF BORROWER BREACHES BORROWER'S COVENANTS AND AGREEMENTS HERE—UNDER, INCLUDING THE COVENANT TO PAY WHEN DUE CONDOMINIUM ASSESSMENTS, THEN LENDER MAY INVOKE ANY REMEDIES PROVIDED UNDER THE SECURITY INSTRUMENT, INCLUDING, BUT NOT LIMITED TO, THOSE PROVIDED UNDER COVENANT 16.
IN WITNESS WHEREOF, Borrower has executed this Condominium Rider. Well Lewis NELL LOWIS Remains
Borrower

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Property of County Clerk's Office

Stopology Of Coof UNIT NO. 9E, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS DEVELOPMENT PARCEL*): LOTS 7, 8, 9 AND 10 IN COUNTY CLERK'S DIVISION OF LOTS 12 AND 13 AND LOT 25 (EXCEPT WEST 550 FEET THEREOF) TOGETHER WITH ACCRETION THERETO IN SIMONS AND GORDON'S ADDITION TO CHICAGO, A SUBDIVISION OF LICTS 10 AND 19 AND VACATED STREETS BETWEEN IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO THE WEST 100 FEET OF LOT 13 IN SIMON AND GORDON'S ADDITION TO CHICAGO SAID ADDITION BEING A SUBDIVISION OF LOT 10 AND LOT 19 AND VACATED STREET BETWEEN SAME IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16. TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NO. 43031 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 22414417; TOGETHER WITH AN UNDIVIDED PERCENT INTEREST IN SAID DEVELOPMENT PARCEL (EXCEPTING FROM SAID DEVELOPMENT PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURITIONAL TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID. THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

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