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AEMC # : 09-58-12000

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 17 19 86 . The mort pagor is James Pitsis and Angeliki Pitsis, His Wife

("Borrower"). This Security Instrument is given to , which is organized and existing

ALLSTATE ENTERPRISES MORTGAGE CORPORATION , and whose address is

300 Knightsbridge Parkway, #500, Lincolnshire, Illinois 60069

Borrower owes Lender the principal sum of Sixty One Thousand Seven Hundred Fifty Bollars and No/100

Dollars (U.S. \$ 61,750.00---). This debt is evidenced by Borrower's note

dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not May 1, 2016 This Security Instrument paid earlier, due and payable on secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all (ther sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in

County, Illinois:

PARCEL 1:

Unit Number 11137-D, in Woods Edge III condominium, as delineated on a survey of the following described real estate:

Part of Lot 'A' in McGrath and Ahern Subdivision of part of the North Half of Section22, Township 37 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

Which survey is attached as Exhibit 'C' to the Declaration of Condominium recorded as Document Number 25432642, together with its undivided percentage interest in the Common Elements.

PARCEL 2:

Easement for ingress and egress for the benefit of Parcel 1 anset forth in the Declaration of Covenants, Conditions, Restrictions and Easements recorded as Document Number 23667054, as supplemented and amended from time to time.

Tax No.: 23-22-200-052-1004

which has the address of

11137-d East Road [Street]

Palos Hills

Illinois

60465 (Zip Code)

("Property Address");

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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

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Chan you	7000 W. Lilih St., Worth, IL. 60452
MAIL TO	Alletate Enterprises Mrtg. Corp.
	This instrument was prepared by:
night Tienen	
Lethernald O Connell	
	My Commission expires: 10-15-89
. 38 91 LirdA lo vab dav1	Olven under my hand and official seal, this
	set forth.
efore me this day in person, and acknowledged that Tree and voluntary act, for the uses and purposes therein	subscribed to the foregoing instrument, appeared by signed and delivered the said instrument as the t
to me to be the same person(s) whose paragrays	
d Angeliki Piceis, His Wife	
, a Motary Public in and for said county and state,	l, the undersigned
COOK Conuck 28:	STATE OF [LLINOIS,
—Borrower	The state of the s
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([B32])	
Angeliki, Ais Wife	~30fgt 98 .
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(Scel)	
d agrees to the terms and covenants contained in this Security agrees to the terms and covenants contained in this Security	BY SIGNING BELOW, BOTTOW of accepts and instrument and in any rider(s) executed or flortower a
	The Maria Address of the Control of
en e	Other(s) [specify]
ined Unit Development Rider	Plat Craduated Forment Rider
dominium Rider 🔲 2-4 Family Rider	
Security Instrument as if the rider(s) were a part of this Security	eifi To sinementa and sines of the selection of the selec
or more riders are executed by Borrower and recorded together with ats of each such rider shall be incorporated into and shall amend and	23. Riv. 7 to this Security Instrument, if one
all pay any recordation coars. I right of homestead exemption in the Property.	Instrument without charge to Borrower. Borrower sh
ared by this Security Instrument, Lender shall release this Security	roceiver's bonds and researable attorneys' fees, and the
ected by Lender or the receiver shall be applied first to payment of the of rents, including, but not limited to, receiver's fees, premiums on	costs of management of the Property and collection
It is some the state of the property and to collect the rent of	appointed receiver) shall be entitled to enter upon, to
under paragraph 19 or abandonment of the Property and at any time following judicial sale, Lender (in person, by agent or by judicially	20. Lender in Possession. Upon acceleration
ed in parauing the remedies provided in this paragraph 19, including,	Lender shell be entitled to collect fin separate income but not better the but not better the part of
option may require immediate payment in full of all sums secured by and may foreclose this Security Instrument by judicial proceeding.	before the date specified in the notice, Lender at its
eration and the right to assert in the foreclosure proceeding the non- wer to acceleration and foreclosure. If the default is not cured on or	inform Borrower of the right to reinstate after accel existence of a default or any other defense of Borro
he date specified in the notice may result in acceleration of the sums judicial proceeding and sale of the Property. The notice shall further	secured by this Security Instrument, foreclosure by
ce shall specify; (a) the default, (b) the action required to cure the the notice is given to Borrower, by which the default must be cured;	solault; (c) a date, not less than 30 days from the dat
The motice to morrower prior to acceleration andor paragraphs 50 me (1 ban 51 ban 52 b	breach of any coverant or agreement in this Security

UNOFFICIAL GORY 2

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 the notice is given, Lender is so the rized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums secured on this Security Instrument, whether or not then due.

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

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not or crate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's enecessors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bourd; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the cross of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and 6) rgrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) gay such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any syms already 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. If a refund recover principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security 1::3' ument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the styre specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any not colo Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law end the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrumer or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

Note are declared to be severable.

 Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
 Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from

Lender may take action under this paragraph 7, Lender does not have to do so.
Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a lessehold, Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not desiroy, damage or substantially and instrument is on a leasehold.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principe shall not extend or postpone the due due due from the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property prior to the acquired by Lender, Borrower's right to any insurance policies and received resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security from damage to the acquisition and the acquisition and the extent of the secured by this Security for the acquisition and the acquisition and the extent of the secured by this Security for the acquisition and the acquisition and

when the notice is given. offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Proceeds by this Security Instrument, whether or not then due. The 30 day period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lender (181 the insurance earrier has applied to the sums secured by this Security Instrument, whether or not then due, wiff any excess paid to Borrower. If of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, he insurance proceeds shall be

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair cerrier and Lender. Lender may make proof of loss if not made promptly by Borrorer. all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

Lender shall insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender raqui es, Borrower shall promptly give to Lender

unreasonably withheld. requires insurance. This insurance shall be maintained in the an owner and for the periods that Lender requires. The insurance shall be chosen by Borriver subject to Lender's approval which shall not be

3. Hazard Insurance. Borrower shall keep the it aprevements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term exter ded coverage" and any other hazards for which Lender of the giving of notice. the Property is subject to a lien which may attain prionity over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the liet or take one or more of the actions set forth above within 10 days

Borrower shall promptly discha 'ge', ny lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good factor in the lien of the interest in the Lender's opinion operate to prevent the enforcement of the obligation operate to property; or (c) secures from the holder of the lien an agreement astisfactory to Lender subordinating the 'en' to this Security Instrument. If Lender determines that any part of agreement satisfactory to Lender subordinating the 'en' to this Security Instrument. If Lender determines that any part of agreement satisfactory to Lender abordinating the 'en' to this Security Instrument. If Lender determines that any part of a Borrower as

receipts evidencing the payments. pay them on time directly to the per on owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Lender makes these payments directly, Borrower shall promptly furnish to Lender Borrower shall pay these obligation in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any,

Note; third, to amounts pays's ander paragraph 2; fourth, to interest due; and last, to principal due.

4. Chargest Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 s tall 7 c applied: first, to late charges due under the Note; second, to prepayment charges due under the

application as a cruit against the sums secured by this Security Instrument.

Upon a syment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds herd by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

amount necessary to make up the deficiency in one or more payments as required by Lender amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any this Section in the Eunds held by Lender, together with the future monthly payments of Funds payable prior to all the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the at Borrower's option, either promptly repaid to Borrower or monthly payments of Funds. If the

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless cander pays Borrower interest on the Funds and applying the Borrower and The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

basis of current data and reasonable estimates of future escrow items. 2. Funds for Taxes and Insurance. Subject to applicable have to a written waiver by Lender, Borrower shall pay to Lender for the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") of conscious the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") of the construction of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly conscious of ground rents on the Property, if any; (c) yearly hazard insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the mortague insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the

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

The principal of and interest and interest: Prepayment and Late Charges. Borrower shall prompily pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

, 1986 THIS CONDOMINIUM RIDER is made this 17th and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to ALLSTATE ENTERPRISES MORTGAGE CORPORATION, an Ohio Corporation (the (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

11137-D East Road, Palos Hills, Illingis Add 19465

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

WOODS EDGE CONDOMINIUM

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations, Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Corn on inium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, where due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard 'as urance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanke" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's Congation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prorupt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of he zarc insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance put by acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any aware or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are bereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Unstrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominian. Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other cascalty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents of the provision is for the express benefit of

(iii) termination of professional management and assumption of self-in progement of the Owners Association;

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrow r secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall been in creek from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borro we, requesting payment.

By Signing Bellow, Borrower accepts and agrees to the terms and provisions contained in this Condomi by n Rider.

Di Sidilino Below, Bottower accepts and agrees to the terms and provisions volumente in this contact.	
00 MAIL	James Pitsis James Pitsis Angeliki Pitsis, His Wife Sea Do Angeliki Pitsis, His Wife
	(Seal) -Barrower
DEPT-01 RECORDING 04/21/86 12:32:96	(Seal)

QZ.

Lender;

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ALLSTATE ENTERPRISSS MORTGAGE COURGE ATTOR, at Ohio Composition

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