#### MORTGAGE

This form is used in connection with marteness insured under the one- to four-family provisions of the National Housing Act.

21ST APRIL THIS INDENTURE, Made this day of JOSEPH EDWARD MILLER , A BACHELOR AND DONNA L. WISEMAN , A SPINSTER , 19 86between

FIRST GIBRALTAR MORTGAGE CORP.

, Mortgagor, and

a corporation organized and existing under the laws of Mortgagee.

THE STATE OF TEXAS ,

86171842

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 FIFTY THREE THOUSAND FIVE HUNDRED AND NO/100 Doilars (\$

%) per annum on the unpaid bal-in 4004-2317 BELT LINE, #100, per centum ( 10.00 payable with interest at the rate of parce dusting on a made payable to the order of the Mortgagee at its office in DALLAS, TEXAS 75381-0199 or at such other place as the holder may de or at such other place as the holder may designate in writing, and deliver-DALLAS, TEXAS 75381-0199 or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of FOUR HUNDRED SIXTY NINE AND 50/100

Dollars (\$ 469.50 ) on the first day

Dollars (\$ , 19 86, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of MAY, 2016. payable on the first day of

NOW, THEREFORE, the and Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRAN one the Mortgagee, its successors or assigns, the following described Real COOK Estate situate, lying, and being in the county of and the State of Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION

LOAN # 02-58-37552

LEGAL DESCRIPTION

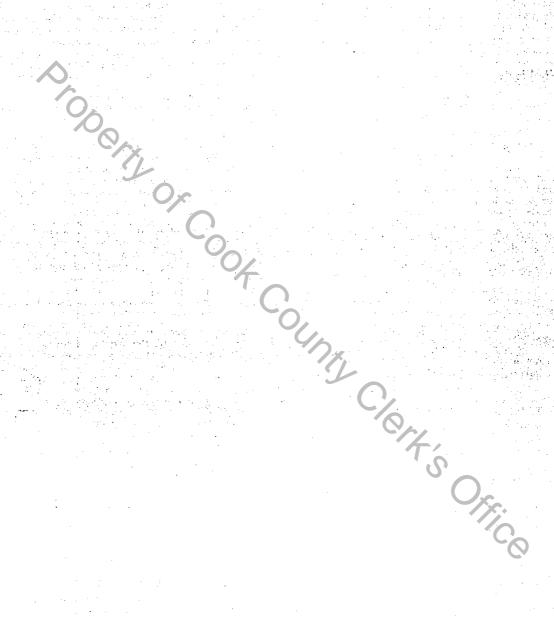
UNIT NUMBER 444 IN WEATHERSFIELD COMMONS QUADRO HOMES AS DELINEATED ON SURVEY LOTS 2, 3 AND 4 IN WEATHERSFIELD COMMONS PARK, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (HEREINAFT'S PEFERRED TO AS PARCEL), WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP MADE BY CAMPANLLI, INC., RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILINOIS, AS DOCUMENT NUMBER 21854990 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET OFTH IN SAID DECLARATION AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATION AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATION ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATION, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF EACH SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY, IN COOK COUNTY, ILLINOIS.

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

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

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#### MORTGA

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SEE ATTACHED "FHA 234 CONDOMINIUM RIJER" MADE A PART HEREOF THOS TO COMPANY CONTROL OF THE CONTR ALSO KNOWN AS: 1336 WAKERY, SCHALL'SURG, ILLINDIS 60193

segor in and to said premises. TOCETHER with all and singular the tenements, hereditaments as d appurtenances thereunto belonging, and the tents, issues, and profits thereof; and all apparatus and fixtures of every 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, title, and interest of the said Mortages of searchest of the said some and the said searchest of the said more.

and benefits the said Mortgagor does hereby expressly release and waive. TO HAVE AND TO HOLD the above-described premises, with the appurten acre and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein se, forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Mortgage, the said Mortgage of the Homestead Exemption Laws of the State of Mortgage and waive.

AND SAID MORTGAGOR covenants and agrees:

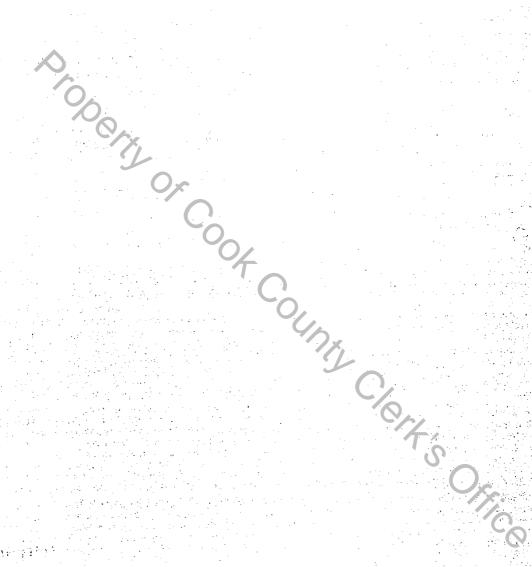
To keep said premises in good repair, and not to do, or permit to be done, upon sair promises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinsteer provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and ussessments on said premises, or any tax or ussessment that may be levied by authority of the State of Illinois, or of the county, town, is 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.

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. the Mottgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs cumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the In case of the returnd or neglect of the Mortgagor to make such payments, or to satisfy any prior fren or in-

ONOELCIA TO TO THE STITLE OF T the the Mortgagee shall not be required not shall it have the right to pay, discharge, or remove any tax, assessthat the Mortgagee shall not be required not shall it have the right to pay, discharge, or remove any tax, assessesment, 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 taith, 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
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# UNOFFICIAL GORY 2

AND the said Mortgagor further covenants and agrees as follows:

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:

An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this 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:

(I) If and so long as said note of even date and this Instrument are Insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month 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 amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on

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 elapse before one month prior to the dale 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

(c) All paymen's mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secur d hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in 4 of playment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium therese under the contract of insurance with the Secretary of Housing and Urban Development, or monthly the set in lieu of mortgage insurance premium), as the case may be:

(II) ground rents, Any, taxes, special assessments, fire, and other hazard insurance premiums;

(III) interest on the lote secured hereby; and

(IV) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such perment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to excerd four cents (4 ¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense in the landling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) 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 payments to be made by the Mortg go , or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) . he preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance pre niums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgage any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgage a, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgage h is 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, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining it the funds accumulated under sub-section (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness ato estaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may nere after become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not beer made hereinbefore.

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, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgager 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 purchaser 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 of indebtedness upon this Mortgage, 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 or not.

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 90 DAYS time from the date of this mortgage, declining to insure said 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.

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 herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable. (08-9) W91126-GUH

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County, Illinois, on the

Piled for Record in the Recorder's Office of

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free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right signed, sealed, and delivered the said instrument as THEY person and acknowledged that subscribed to the foregoing instrument, appeared before me this day in

personally known to me to be the same

DONNA L. WISEMAN , A SPINSTER JOSEPH EDWARD MILLER , A BACHELOR AND

a notary public, in and for the county and State

STATE OF ILLINOIS

KYVJSTM VNNOC

[SEVI]

**COPPLY EDWARD MILLER** 

[SEVI]

WITNESS the hand and seal of the Mortgagor, the lay and year first written

the feminine.

respective heirs, executors, administrators, successurs, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the singular, and the masculine gender shall include

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inute, to the

IT IS EXPRESSLY AGREED that no excersion of the time for payment of the debt hereby secured given by the Mortgagee to any manner, the original limbility of the Mortgagor.

ecution or delivery of such release or satir tection by Mortgagee.

and duly perform all the covenates a ld agreements herein, then this conveyance shall be null and void and Mort-gages will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfied of this mortgage, and Mortgagor hereby valves the benefits of all statutes or laws which require the earlier exif Mortgagor shall pay sait note at the time and in the mannet storesaid and shall spide by, comply with,

AND TATEST SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale rade in pursuance of any such decree: (1) All the costs of such suits, advertising, sale, and conveys accounting attorneys, solicitors,, and stenographers' fees, outlays for documentary evidence and conveys advanced by the Mortgagee, if any, conveys such abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, cured hereby secured, the mortgage, with interest on such advances at the tate set forth in the note secured hereby, strom the or the mortgage. With interest on such advances at the tate set forth in the note secured hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then or o id to the Mortgagor.

be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the condicitors of the Mortgage, so made parties, for services in such suit or proceedings, shall be a further from and charge upon the said premises under this mortgage, and all such expenses shall become so much and charge upon the said premises under this mortgage, and all such expenses shall become so much and indebtedness secured hereby and be allowed in any decree foreclosing this mortgage. AND IN CASE OF FORECLOSURE of this mottage by said Mottagee in any court of law or equity, a proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mottagee shall the fees and charges of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mottagee shall the costs and charges.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a count in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, 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 condictions. It is more that the court, collect and receive the remises, 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. Whenever the said Mortgagee shall be placed in possession of the above described premises under an order

AND IN THE EVENT That the whole of said declared to be due, the Mortgagee shall have the right is declared to be due, the Mortgagee shall have the right such similar in which such such solvency at any time thereafter, either before or after sale, and without indice to the said Mortgagor, or many party claiming under said Mortgagor, and without regard to the solvency or insolvency at the lime of such such coreiver, or for an order to place Mortgagee in possession of the equity of the premises of said spiemises of such core same shall then be occupied by the owner of the equity of the premises of said spiemises or whether the same shall then be occupied by the owner of the equity of tedemption, as a benefit of the Mortgagee in possession of the premises, or appoint a receiver for the benefit of 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 and in case of sale and a deficiency, directly principly period of tedemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebted demption, and such rents, issues, and other items necessary for the profection and preservation of the property.

This FHA 234 Condominium Rider is made this

21ST

day of

APRIL

and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein FIRST GIBRALTAR MORTGAGE CORP. "Borrower") to secure Borrower's Note to

(herein "Lender") and covering the Property described in the security instrument and located at

1336 WAKEBY, SCHAUMBURG, ILLINOIS 60193

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominum project known as

(Name of Condominium Project)

(herein "Condominium Project")

Condominium Covenants. In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

- Assessments. Borrower 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 Corner nium Project. Any lien on the property resulting from Borrower's failure to pay condominium assessments when due shall be subordinate to the lien of the security instrument.
- Hazard Intarcae. 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 cov a ve," and such other hazards as Lender may require, and in such amounts and for such periods as Lenger may require, then:
  - Lender wai es the provision in the security instrument for the monthly payment to Lender of onetwelfth of the p.c.nium installments for hazard insurance on the Property;
  - Borrower's obligation under the security instrument to maintain hazard insurance coverage on the Property is deemed satisfied; and
  - (iii) the provisions in the sect rity instrument regarding application of hazard insurance proceeds shall be superceded by any provinors of the declaration, by-laws, code of regulations or other constituent document of the Condomisium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of the security instrument. For any period of time during which such hazard ins mante coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance co' eri ge.

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 receeds 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, if any, paid to Borrower.

- C. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:
  - the abandonment or termination of the Condominium P.of.ct, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
  - any material amendment to the declaration, by-laws or code of 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
  - the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.
  - Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, said breach shall constitute a default under the provisions of Section 234 (c) of the National Housing Act and under the security instrument. Upon such default by Borrower and with consent of the Federal Housing Commissioner, Lender may, at Lender's option invoke any remedies provided under the security instrument, including, but not limited to, declaring the whole of the indebtedness secured hereby to be due and payable.
  - Resolution of Inconsistency. If this security instrument and Note be insured under Section 234 (c) of the National Housing Act, such Section and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provision of this or other instruments executed in connection with this security instrument and Note which are inconsistent with said Section of the National Housing Act or Regulations are hereby amended to conform thereto.

| In Witness Whereof, Borrower has executed this FHA 23 | 4 Condominium Rider.            |
|---|---------------------------------|
|   | + hoseph Edward Willy           |
| Borrower  | BOTTOWE LOSEPH EDWARD MUZLER, . |
|   | Donna L. Wisaman                |
| Borrower  | Borrower DONNA L. WISEMAN       |

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