86379049

## MORTGAGE

233243-4

THIS MORTGAGE ("Security Instrument") is given on AUGUST 19 86 The mortagor is CIRO GRASSANO AND ANNA GRASSANO, HUSBAND AND WIFE

("Borrower"). This Sicurity Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is 4242 NORTH HARLEM

NORRIDGE, ILLINOIS 60634

("Lender").

Borrower owes Lender the principal sum of FORTY TWO THOUSAND FIVE HUNDRED AND NO/100---

Dollar, (U.S. \$

42,500,00). 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 paid earlier, due and payable on SEPTEMPER. 1, 2001

This Security Instrument paid earlier, due and payable on secures to Lender: (a) the repayment of the dett evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borroy, or'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

COOK

County, Illinois:

LOT 45 IN BLOCK 4 OF ALBERT CRANE'S SUBDIVISION OF THE SOUTH 3/4 OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 38, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL METIDIAN, IN COOK COUNTY, ILLINOIS.

17-28-319-004

902 Pet RECORDING

\$19.00

TRAN 0385 08/27/84 14:00:00 #75ご 井 🍱 \*-86-379049

COOK COUNTY RECORDER

which has the address of

2909 SOUTH EMERALD

CHICAGO

Illinois

60616

("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

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

BOX 730 RECORD AND RETURN TO: TI 90959 Wy Commission Elpiese Jan. 17. 1990
Wy Commission Elpiese Jan. 17. 1990
Wy Commission Elpiese Jan. 17. 1990
Wy Commission Elpiese Jan. 17. 1990 CHECAGO. TYDKIE GKON PREPARED BY: Manual Manual Manual St. My Commission expires: 38 el, Durgue 10 yeb Civen under my hand and official seal, this set forth. free and voluntary act, for the uses and purposes therein AIGHT as momunism bise off borovileb bas bargie subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that T he F Freezenally known to me to be the same person(s) whose name(s) ARE do hereby certify that CIRO GRASSANO AND ANNA GRASSANO, HUSBAND AND WIFE 1, the underegned , a Notary Public in ano cor. sid county and state, Coak County ss: STATE OF ILLINOIS, [Space Below This Line For Actinomisco. 14 18] BOTTOWER (Seal) IBW0110B (Isac)\_ ANNA GRASSANO, HIS WIFE onverous) CIRO GRASSANO BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security listument and in any rider(s) executed by Be trower and recorded with it. [Viber(s) [specify] Planned Unit Development Rider Graduated Paymen Rider Tabia muinimobno Adjustable V. ate Rider TAM Family Rider this Security In try ment, the covenants and agreements of each such rider shall be incorporated into and aball amend and supplement the coverate and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument (Check trylicable box(es)) 33. M . s. to this Security Instrument. If one or more riders are executed by Borrower and recorded logerher with 22. Walver of Homestead. Borrower waives all right of homestead exemption in the Property 21. Release: Upon payment of all sums secured by time occurry, asserting instrument of borrower shall pay any recordation costs.

Instrument without charge to Borrower. Borrower shall pay any recordation costs. e. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appeared to collect the rents of 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorneys' fees and costs of title evidence. this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedics provided in this paragraph 19, including. ctore the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or -non enter of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonseared by this Security Instrument, foreclosure by Judicial proceeding and sale of the Property. The notice shall further and (d) that fallace to cure the default on or before the date specified in the notice may result in acceleration of the sums uniess applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; 19. Acceleration; Remedics. Lender shall give notice to Borrower prior to acceleration following Borrower's branch of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17

NOW DAIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

THE TALMAN HOME REDUITE GROW
THE TALMAN HOME REDUIT SATINGS AND LOAN ASSOCIATION: LAURIS GROW
ATTENTION: LAURIS GROW

UNIFORM COVEN US NOT CONTROL OF THE CONTROL OF THE

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly 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.

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

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. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law 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 purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary to make up the deficiency in one or more payments as required by Lender.

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Bor ower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any lie t 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 faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended overage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shull include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requirer, "crower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shull give prompt notice to the insurance

carrier and Lender. Lender may make proof of 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, if the restoration or repair is economically feasible and Lender's socurity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the incurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the flasurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 36-day period will begin when the notice is given.

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

Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

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 covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although 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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment.

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17 Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by 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' tees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, I ender's rights in the Property and Borrower's (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration carity Instrument; of (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this remedies permitted by this Security Instrument without further notice or demand on 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 enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

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

federal law as of the date of this Security Instrument. segued by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by berson) without I ender's prior written consent. Lender may, at its option, require immediate payment in full of all sums

16. Borrower's Copy. Borrower shall be given one conformed copy of the Mote and of this Ser nity Instrument.

17. 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 and Borrower is not a natural interest in it is sold or transferred and Borrower is not a natural interest in it is sold or transferred and Borrower is not a natural interest in its sold or transferred and Borrower is not a natural interest in this of all sums.

Note are declared to be severable.

Note conflicts with applicable law, such conflict shall not affect other provisions of this Security, ar rument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security anatument and the

jurisdiction in which the Property is located. In the event that any provision or clause of this Samery instrument or the This Security Instrument shall be governed by feet as and the law of the 15, Governing Law; Severability, in this paragraph.

provided for in this Security Instrument shall be deemed to have been given to Borrower. . To ender when given as provided first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender. Any colice to Lender shall be given by

Me. Notices. Any notice to Borrower provided for in this Security Inst. unertakel be given by delivering it or by first class mail unless applicable law requires use of another method. The notice shall be directed to the M. Notices. ( l nqaragaraq

permitted by paragraph 19. If Lender exercises this option, Lender shall it ke the steps specified in the second paragraphiof

may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies partial prepayment without any prepayment charge under the More.

13. Legislation Affecting Lender's Rights. It enactment of expiration of applicable laws has the effect of rendering any provision of the More or this Security instrument unenforces he according to its terms, Lender, at its option,

ander the More or by making a direct payment to Borrower. It a feft nd reduces principal, the reduction will be treated as a necessary to reduce the charge to the permitted limit; and (o) any sums 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 connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in

If the loan secured by 't, is Security Instrument is subject to a law which sets maximum loan 12, Loan Charges.

that Borrower's consent. modify, forbest or make any accommodations with regard to the terms of this Security Instrument of the Note without the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, Instrument but does not execute the Weet, is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property (and the terms of this Security Instrument; (b) is not personally obligated to pay of paragraph 17. Borrower's covenant on a greements shall be joint and several. Any Borrower who co-signs this Security

ahall not be a waiver of or precinde the exercise of any right or remedy.

11. Successors and Assign a Pound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and a need to the provisions. by the original Borrower or Por ywer's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise negariyan or incation of the sums secured by this Security Instrument by reason of any demand made Lender shall not be r quit d to commence proceedings against any successor in interest or refuse to extend time for interest of Borrower and operate to release the hability of the original Borrower of Borrower's successors in interest.

10. Box care Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of ano transfer to any successor in postbone the case after monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

Unles C, nder and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums secured by this Security Instrument, whether or not then due.

given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the condemnor offersito

paid to Borrower. the amount of the proceeds multiplied by the following fraction: (a) the total amount of the aums secured immediately before the taking. Any balance shall be before the taking, Any balance shall be

unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by instrument, whicther or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security assigned and shall be paid to Lender.

any condennation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

Assignment of Rents

19TH AUGUST , <sub>19</sub> 86 THIS 1-4 FAMILY RIDER is made this day of and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:OF ILLINOIS

2909 SOUTH EMERALD, CHICAGO, ILLINOIS 60616 (Property Address)

17-28-319-004

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORDAN ITE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS IP.SURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
  - D. "BORROWER'S KILFT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made ir connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shell mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrov er unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lend'er or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the beauty of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rints received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would

prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver me, to so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any o her right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke ur, of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

CIRO GRASSANO TOSSOUS	(Seal)
ANNA GRASSANO/HIS WIFE	(Seal)
	-Borrower
	(Seal) -Borrower

RECORD AND RETURN TO: BOX 130 THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS 5501 SOUTH KEDZIE AVENUE 60629 CHICAGO, ILLINOIS

ATTN: LAURIE GRON

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