BOX 67

FIRST SAVINGS OF SO. HOLLAND 475 E. 162nd Street **SO. HOLLAND, IL. 60473**

COOK COUNTY, ILLINOIS FILED FOR RECORD

1907 AUG 11 AM 11: 42

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\$16.00

- [Space Above This Line For Recording Oats] -

MORTGAGE

THIS LOW TGAGE ("Security Instrument") is given on MAY 7

19.87. The mort agor is MICHAEL F. MC CANN, married to Sarah McCann and ANDREW W. MC CANN, married to Foresta McCann ("Borrower"). This Security Instrument is given to EIRST SAYINGS A 10 LOAN ASSOCIATION OF SOUTH HOLLAND which is organized and existing under the laws of TIE STATE OF ILLINOIS and whose address is 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 Borrower's covenants and agreements under this Security Instrument and County, XIXXXXX described, to wit:

LOT 15 IN BLOCK 4 IN CRYER'S STATE STREET ADDITION, A SUBDIVISION OF NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP Bt. NAL I. 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A.A.O. PERMANENT INDEX NUMBER: 29-12-200-033-0000

which h	as the address of 290	Luella	Calumet	City
	60409	[Str ae t]		[City]
Illinois	[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 44715 SAF SYSTEMS AND POR

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Other(s) [specify] Wilver of Homestead Tabia Graduated Payment Rider Planned Unit Development Rider X 1-4 Family Rider Condominium Rider Adjusteble Rate Kider Instrument. [Cherk applicable box(es)] supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security is struntent, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with 22. Walver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs. 21, Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security appointed receiver) shall be entitled to enter upon, take possession of and manage the Property including those past due. Any rents collected or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's honds and reasonable attorneys' fees, and then to the aums secured by this Security Instrument. prior to the expitation of any period of redemption following judicial sale, Lender (in person, by agent or by judicially but not limited to, reasonable attorneys' fees and costs of title evidence.
20, Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. before 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 mroring Borrower of the right to reinstate after acceleration and the right to assert in the loreclosure proceeding the nonand (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further 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; uniess applicable law provides otherwise). The notice shall specify; (s) the default; (b) the action required to cure the 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 MON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

This instrument was prepared 🕎 ASSOCIATION OF SOUTH HOLLAND, My Conimission Expires 1/24/91 Lucille A. Zunica Notary Public, State of Itanois My Commission Expires: "OFFICIAL SEAL" Witness my hand and official scalable. (he, she, they) ... executed said instrument for the purposes and uses therein set forth. ั้นอนัว (his, her, their) The undersigned

MICHAEL F. MC CANN, and SARAH MC CANN, his wife, and ANDREW, W. MC. CANN, personally appeared his wife COUNTY OF Droporty Ox Coot COOK **30 BIATS** SIONITI **РИДКЕМ М. МС САИИ** ROSELLY NC CVNN SARAH MC CANN Jasah C Com Instrument and in any rider(s) executed by Borrower and recorded with it. BY SIGNING BELOW, Butte wer accepts and agrees to the terms and covenants contained in this Security

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UNIFORM COVENANTS Sorrover and Ler dir covenant and agree as follows 3

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 Fands 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 price to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit tige as the sums secured by this Security Instrument.

3. Application of a ments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be ar pied: 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. Borrower 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 hy 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 i which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation's extred 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 an / 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 true 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 coverage" 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 moject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender aid shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall 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 security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any encess, paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds o repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-us period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal sine, 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 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 appreaded have may specify for tendenteners) devices and of the stocking parameter. 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 focurity Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may feesurity Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may feesure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation 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 uncharted. Door reinstatement by 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 discontinued at any time prior to the earlier of: (a) !- days (or such other period as enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) !- days (or such other period as enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) !- days (or such other period as

this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

federal law as of the date of this Security Instrument.

secured by this Security Instrument, However, this option shall not be exercised by Lender if exercise is prohibited by person) without Lender'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 Note and of this Security 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 sold or transferred and Borrower is not a natural and an appropriate of the property of any part of the Property or any interest in it is sold or transferred and Borrower is not a natural and an appropriate in the property of an analyzed and Borrower is sold or transferred and Borrower is not a natural and an appropriate in the property of the pro

Note are declared to be severable. which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the

Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Increment or the Note jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the

in this paragraph. first class mail to Lender's address stated herein or any other address Lender designates or movice 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

Property Address or any other address Borrower designates by notice to Lender. Any rotice to Lender shall be given by 14. Notices. Any notice to Borrower provided for in this Security Insertune it shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The colice shall be directed to the

paragraph 17.

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 unenforced according to its terms. Lender, at its option, may require immediate payment in full of all aums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take "ne steps specified in the second paragraph of paragraph of the second paragraph of the second paragraph of the paragraph of the second p

partial prepayment without any prepayment charge under the Note: connection with the loan exceed the permitted limits, then; (2) any such loan charge shall be reduced by the amount necessarily to reduce the charge to the permitted limit, then (3) any such loan charge shall be reduced by the amount necessarily to reduce the charge to the permitted limit, and (3) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender mak, however, the refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a

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 this S curity Instrument is subject to a law which sets maximum loan 12. Loan Charges.

that Borrower's consent. that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees 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 the Borrower's consent. Instrument but does not execute the No e: (f) is co-signing this Security Instrument only to mortgage, grant and convey of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security

shall not be a waiver of or prectude the exercise of any right or remedy.

11. Successors and Assign. Recently Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and serests and sessions of Lender and Borrower, subject to the provisions by the original Borrower or Borro'ver's successors in interest. Any forbearance by Lender in exercising any right or remedy

Lender shall not be required to ecommence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify priortization of the sums secured by this Security Instrument by reason of any demand made modification of anto ozzion of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower's tall to t operate to release the liability of the original Borrower or Borrower's successors in interest.

10. Borroge, Not Released; Forbearance By Lender Not a Waiver, Extension of the time for payment or postpone the due are of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

Unless tender 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 offers to

paid to Borrower. before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately

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 unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by assigned and shall be paid to Lender.

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

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

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,

UNOFFICIAL COPY

RIDER TO MORTGAGE

This document is attached to and made a part of the Mortgage dated May 7, 1987 for property located in Cook County, State of Illinois, described to wit, as:

LOT 15 IN BLOCK 4 IN CRYER'S STATE STREET ADDITION, A SUBDIVISION OF NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14 EAST OF TAF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

and is given as a waiver and release of the Homestead Rights ot Sarah McCann and Rosetta McCain, given to them by virtue of the Homestead Exemption Law of the State of Illinois. This waiver is given on the part of the undersigned as a complete and irrevocable waiver and release.

The parties hereto give this waiver of their own free will and under the advice of their own counsel, in compliance with IL Rev. Stat. 1985, Ch. 33, Paragraph 10.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 7th day of MAY, 1987.

> Sarah Mc.

SARAH MC CANN

ROSETTA MC CANN

SUBSCRIBED AND SWORN TO before me this >6

Notary Public



THIS 1-4 FAMILY RIDER is made this	7th	May	10 87
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 .FIRST SAVINGS AND LOAN ASSOCIAT of the same date and covering the property d			
290 Luella, Calumet City, Illino	ois 60409	************	
	(1.10botth)	U0014391	

- 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. SUBORDINATE 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 INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which the rance is required by Uniform Covenant 5.
 - D. "BOPROWER'S RIGHT 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 diposits made in 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 write "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF LENTS. Borrower 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 rints to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenan' or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustes for the benefit of Lender and Borrower. This assignment of rents constitutes un absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Berrower: (i) all rents 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 corured of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other 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 any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts to

and agrees to the terms and provisions contained in this 1-4 F	amily Rider.
KITOHARI R MG CANN	(Scal) -Borrower
ANDREW W. MC CANN	(Scal) -Borrower
Sarch Mc Cann	(Seal) Borrower
Rosetta Mc Cann	Seal)
ROSETTA MC CANN	borrower

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Form 3170 10/85