

UNOFFICIAL COPY

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TRUST DEED

720002

CHICAGO TITLE AND TRUST COMPANY

87466983

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made this 14th day of August 19 87, between Hector Rodriguez and Norma Rodriguez, his wife as joint tenants

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of \$68,800.00

SIXTY EIGHT THOUSAND EIGHT HUNDRED DOLLARS AND 00/00 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER UNITED CREDIT UNION

4444 S. Pulaski Rd. Chicago, Il 60632

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from August 14, 1987 on the balance of principal remaining from time to time unpaid at the rate of 10.25 percent per annum in instalments (including principal and interest) as follows:

Six hundred seventy five dollars and 78/00 Dollars or more on the 14th day of September 1987 Six hundred seventy five dollars and 78/00 Dollars or more on the same day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 14th day of August 1992. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 10.25 per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of UNITED CREDIT UNION 4444 S. Pulaski Rd. Chicago, Il 60632

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the city of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

THE EAST 31 FEET OF LOT 88, IN KOESTER AND ZANDER'S WEST IRVING PARK SUBDIVISION IN THE NORTH 1/2 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property located at: 5239 W. Patterson Chicago, Il 60641 Tax I.D. #13-21-131-007 Vol 347



This instrument prepared by: Patricia Franco UNITED CREDIT UNION 4444 S. Pulaski Rd. Chicago, Il 60632

DCO M.

** see riders on pp 3&4

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inado: beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand s and seal s of Mortgagors the day and year first above written.

xx Hector Rodriguez [SEAL] xx Norma Rodriguez [SEAL] Hector Rodriguez [SEAL] Norma Rodriguez [SEAL]

STATE OF ILLINOIS,

County of Cook

I, Ronald J. Nawrocki

SS.

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Hector Rodriguez and Norma Rodriguez, his wife as joint tenants

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of August 19 87.

Notarial Seal

[Signature] Notary Public my commission expires 11/22/88

87466983

UNOFFICIAL COPY

CHICAGO, ILLINOIS 60632-4011

4444 SOUTH ROVANSKI ROAD CHICAGO, ILLINOIS 60632-4011

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

720002 CHICAGO TITLE AND TRUST COMPANY, TRUSTEE.

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens on claims for work not expressly subcontracted to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) upon no material alterations in said premises except as required by law or municipal ordinance.

2. Borrowers shall pay before any penalty attaches all general taxes, and shall pay special taxes, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note, duplicate receipts therefor. To prevent default hereunder Borrowers shall pay in full under protest, in the manner provided by statute, any tax or assessment which Borrowers may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewed policies, to holders of the note, and in case of insurance about to expire, shall deliver renewed policies not less than ten days prior to the respective dates of expiration.

4. In case of default hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required by Borrowers in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim hereof, or redeem from any tax sale or foreclosure affecting said premises or contract any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action hereunder authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the premium rate set forth in interest thereon at a rate equivalent to the post maturity rate set forth in the note.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to a bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate, or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim hereof.

6. Borrowers shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Borrowers, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any filing in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any agreement of the Borrowers herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holder of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, life insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to procure such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby, and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed. If any, otherwise the premium rate set forth in interest thereon, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) proceedings for the enforcement of any suit for the foreclosure of the lien hereof. After accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other liens which under the terms hereof constitute a secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagees, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose the lien hereof, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after a sale, without notice, without regard to the solvency or insolvency of said Mortgagees at the time of application for such receiver and without regard to their value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be designated as such receiver. Such receiver shall have power to collect the full statutory period of redemption, whether there be redemption or not, as well as during any further times when which Mortgagees, except for the statutory period of redemption, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or in part of (a) The foreclosure sale; (b) the deficiency in case of a sale; (c) the deficiency in case of a sale; (d) the deficiency in case of a sale and superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; (e) the deficiency in case of a sale and superior to the lien hereof, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become a lien hereof, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become a lien hereof.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing, and all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor Trustee, such successor Trustee may accept as the genuine note herein described any note which bears an identification number supporting to be placed thereon by a prior Trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original Trustee, any note which may be placed its identification number on the note described herein; it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, or the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the note of this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

17. For RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED REALTY HEREIN CHICAGO, ILLINOIS 60632-4011

5239 W. Patterson Chicago, IL 60641

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED REALTY HEREIN CHICAGO, ILLINOIS 60632-4011

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CHICAGO, ILLINOIS 60632-4011

CHICAGO, ILLINOIS 60632-4011

CHICAGO, ILLINOIS 60632-4011

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RIDER #5

SECURITY FOR OTHER INDEBTEDNESS

THIS DEED OF TRUST SHALL BE SECURITY FOR ANY OTHER INDEBTEDNESS OF WHATEVER KIND OR CHARACTER THAT MAY BE OWING BY MORTGAGOR(S) TO UNION TEACHERS CREDIT UNION UP TO THE TIME OF FORECLOSURE OF THIS DEED OF TRUST, WHETHER THEY MATURED OR NOT.

RIDER #6

FUTURE ADVANCES

PROTECTION OF LEGAL HOLDER'S SECURITY. IF MORTGAGOR(S) FAILS TO PERFORM THE COVENANTS AND AGREEMENTS CONTAINED IN THIS MORTGAGE OR IF ANY ACTION OR PROCEEDING IS COMMENCED WHICH MATERIALLY AFFECTS LEGAL HOLDER'S INTEREST IN THE PROPERTY, INCLUDING BUT NOT LIMITED TO, EMINENT DOMAIN, INSOLVENCY, CODE ENFORCEMENT, OR ARRANGEMENTS OR PROCEEDINGS INVOLVING A BANKRUPT OR DECEDENT, THEN AT LEGAL HOLDER'S OPTION, UPON NOTICE TO MORTGAGOR(S) MAY MAKE SUCH APPEARANCES, DISBURSE SUCH SUMS AND TAKE SUCH ACTION AS IN NECESSARY TO PROTECT LEGAL HOLDER'S INTEREST, INCLUDING, BUT NOT LIMITED TO, DISBURSEMENT OF REASONABLE ATTORNEY'S FEES AND ENTRY UPON THE PROPERTY TO MAKE REPAIRS. IF LEGAL HOLDER REQUIRED MORTGAGE INSURANCE AS A CONDITION OF MAKING THE LOAN SECURED BY THIS MORTGAGE, MORTGAGOR(S) SHALL PAY THE PREMIUMS REQUIRED TO MAINTAIN SUCH INSURANCE IN EFFECT UNTIL SUCH TIME AS THE REQUIREMENT FOR SUCH INSURANCE TERMINATES IN ACCORDANCE WITH MORTGAGOR(S) AND LEGAL HOLDER'S WRITTEN AGREEMENT OR APPLICABLE LAW. MORTGAGOR(S) SHALL PAY THE AMOUNT OF ALL MORTGAGE INSURANCE PREMIUMS IN THE MANNER PROVIDED HEREIN.

ANY AMOUNTS DISBURSED BY LEGAL HOLDER PURSUANT IN THIS PARAGRAPH WITH INTEREST THEREON, SHALL BECOME ADDITIONAL INDEBTEDNESS OF MORTGAGOR(S) SECURED BY THIS MORTGAGE. UNLESS MORTGAGOR(S) AND LEGAL HOLDER AGREE TO OTHER TERMS OF PAYMENT, SUCH AMOUNTS SHALL BE PAYABLE UPON NOTICE FROM LEGAL HOLDER TO MORTGAGOR(S) REQUESTING PAYMENT THEREOF AND SHALL BEAR INTEREST FROM THE DATE OF DISBURSEMENT AT THE RATE PAYABLE FROM TIME TO TIME ON OUTSTANDING PRINCIPAL UNDER THE NOTE UNLESS PAYMENT OF INTEREST AT SUCH RATE WOULD BE CONTRARY TO APPLICABLE LAW IN WHICH EVENT SUCH AMOUNTS SHALL BEAR INTEREST AT THE HIGHEST RATE PERMISSIBLE UNDER APPLICABLE LAW. NOTHING CONTAINED IN THIS PARAGRAPH SHALL REQUIRE LEGAL HOLDER TO INCUR ANY EXPENSE OR TAKE ANY ACTION HEREUNDER.

UPON REQUEST OF MORTGAGOR(S), LEGAL HOLDER AT ITS OPTION PRIOR TO RELEASE OF THIS MORTGAGE, MAY MAKE FUTURE ADVANCES TO MORTGAGOR(S). SUCH FUTURE ADVANCES WITH INTEREST THEREON, SHALL BE SECURED BY THIS MORTGAGE WHEN EVIDENCED BY PROMISSORY NOTES STATING THAT SAID NOTES ARE SECURED HEREBY. AT NO TIME SHALL THE ADDITIONAL SUMS OF MONEY ADVANCED EXCEED (1) ONE HALF OF THE PRINCIPAL AMOUNT SECURED BY THIS MORTGAGE.

87466983

WITNESS the hand and seals of Mortgagors the day and year first above written.

xx Hector Rodriguez (SEAL)
Hector Rodriguez (SEAL)

xx Norma Rodriguez (SEAL)
Norma Rodriguez (SEAL)

STATE OF ILLINOIS

I, Ronald J. Nawrocki a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Hector Rodriguez & Norma Rodriguez, his wife as joint tenants who are personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

County of Cook

Given under my hand and Notarial Seal this 14th day of August 19 87

Notarial Seal

Ronald J. Nawrocki Notary Public
My Commission Expires 11/22/88

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Property of Cook County Clerk's Office

02/28/2005

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FIXED RATE BALLOON LOAN MORTGAGE

FINAL PAYMENT DUE IN 5 YEARS AND NEED NOT BE RENEWED

TRUST DEED RIDERS

RIDER #1

THIS LOAN WILL BE REPAID IN ACCORDANCE WITH A 20 YEAR LOAN AMORTIZATION SCHEDULE.

RIDER #2

AMENDMENT

THIS LOAN IS A BALLOON LOAN. FINAL PAYMENT IS DUE, PAYABLE IN FULL AT THE END OF 5 YEARS. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER OR LOWER THAN THE INTEREST RATE ON THIS LOAN. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN, EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

RIDER #3

AMENDMENT

IF THE UNDERSIGNED CONVEYS, SELLS, TRANSFERS OR ASSIGNS, OR ENTERS INTO AN AGREEMENT TO CONVEY, SELL, TRANSFER OR ASSIGN ALL OR ANY PART OF SUCH REAL ESTATE, OR ANY INTEREST THEREIN WITHOUT THE PRIOR WRITTEN CONSENT OF THE HOLDER HEREOF (EXCLUDING

- (A) THE CREATION OF A MORTGAGE ENCUMBRANCE AGAINST THE REAL ESTATE, WHICH IS SUBORDINATE TO SAID MORTGAGE;
- (B) THE GRANT OF A LEASEHOLD INTEREST OF THREE YEARS OR LESS, NOT CONTAINING AN OPTION TO PURCHASE;
- (C) A TRANSFER BY DEVISE, OR DESCENT),

THE HOLDER HEREOF, AT HIS OPTION, MAY DECLARE ALL SUMS DUE HEREUNDER IMMEDIATELY DUE AND PAYABLE.

RIDER #4

ESCROW ACCOUNT

THE MORTGAGOR(S) SHALL PAY AND DEPOSIT WITH THE LEGAL HOLDER OF THE FIXED RATE INSTALLMENT NOTE ON A MONTHLY BASIS (1/12) ONE TWELFTH OF THE REAL ESTATE TAXES ATTRIBUTABLE TO THIS PROPERTY BASED UPON THE MOST RECENT ASCERTAINABLE REAL ESTATE TAX BILL. IN ADDITION THE MORTGAGOR(S) SHALL PAY AND DEPOSIT (1/12) ONE TWELFTH OF ALL REQUIRED INSURANCE PREMIUM(S) RELATING TO THIS LOAN. ALL ESCROW ACCOUNT MONIES SHALL BE HELD BY UNION TEACHERS CREDIT UNION IN A DIVIDEND BEARING ACCOUNT FOR THE BENEFIT OF THE MORTGAGOR(S) AT A RATE OF 5.0% PER ANNUM.

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