OLD MCHENRY ROAD, P.O. BOX 1190 RFD LONG GROVE, ILLINOIS 60047

MORTGAGE

HIS MORTGAGE is made this	17th day of	November	
7. between the Mortgagor	LESTER R. BENSON	. JE. and LYNNE L	BENSON, his.wife
	. (herein "Borrower"), a	nd the Mortgagee	
og under the laws of	STATE OF ILLINO	ŢŞ	
address is . OLD MCHENRY . B	OAD, F.O. BOX. 119	O. RED; LONG GROVE,	.IIJINOIS60047
		-	
	FAIRFIELD SAVINGS AND ag under the laws of address is . OLD MCHENEY .B	(herein "Borrower"), a FAIRFIEID SAVINGS AND LOAN ASSOCIATION ag under the laws of STATE OF HILINO address is OID MCHENRY BOAD, F.O. BOX. 119	HIS MORTGAGE is made this

WHEREAS. Borrower is indebted to Lender in the principal sum of U.S. 5 ... 35,000.00 which indebtedness is evidenced by Borrower's note dated . NOVEDER 17, 1987 ... and extensions and renewals

To Secure to Lorder the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained. Borrower does hereby mortgage, grant Illinois:

Lot One Hundred Ninety-Six (196) in Arlington Hills in Buffalo Grove, being a Subdivision in Section Five (5) and Six (6), Township Forty-Two (42) North, Range Eleven (11), East of the Third Principal Meridian, according to the Plat thereof recorded May 23, 1966 as Document 19834936 in Cook County, Illinois

P.I. 03-05-310-029 F.A O

COOK COUNTY, ILLINOIS FILED FOR RECORD

1987 HOY 25 AH 11: 03

37629725 -lort's Office

504 Chatham Circle Buffalo Grove which has the address of [Street] Ka: 1 60089 (herein "Property Address"); Illinois. [Do Gide]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage: and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands. subject to encumbrances of record.

ILLINOIS-SECOND MORTGAGE-1/80-FHMA/FHLMC UMFORM INSTRUMENT

Form 3814

Bankers Systems, Inc., St. Cloud, MN 56302 1786 SMO-R

UNOFFICIAL COPY

BOX 333-CC

Opens My Commission expire Given under my hand and official seal, this free voluntary act, for the uses and purpose: drarein set forth. appeared before me this day in person, and ack to vledged that . . the Y. . signed and delivered the said instrument as SUSAN L. VOYS.

A Mosey Public in and for said county and state, do hereby certify that

A Mosey Public in and for said LYNNE L., BENEON, his wife

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[If known to me to be the same person to me to becauseful known to me to be the same person(s) whose name(s) NOVEN L. VOYER STATE OF ILLINOIS. . IN WITHESS WHEREOF. Bostower has executed this Mortgage. default under the superior encumbrance and of any sale or other foreclosure action. priority over this Mortgage to give Motice to Lender, at Lender's address set forth on page one of this Mortgage, of any Borrower and Lender request the holder of any mortgage, deed of itust or other encumbrance with a lien which has MORTGAGES OR DEEDS OF TRUST VAD FORECLOSURE UNDER SUPERIOR REQUEST FOR NOTICE OF DEFAULT

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

20. Release. Upon payment of all sums secured by this Mortgage. Lender shall release this Mortgage without

charge to Borrower. Borrower shall pay all costs of recordation, if any.

account only for those rents actually received.

- 10. Borrower Not Released: To be rince By Let der? of Waiver, extension of the sums secured by this Moltgage granted by dender to by Successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note. (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage. (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the exact that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys" fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Morigage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. form wer shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property. The labor of the Property of the labor of the labor
- 16. Transfer of the Property of a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.
- If Lender exercises this option, Lender shall give Borrower rovice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered contailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Mortgage without further notice or den and on Borrower.
 - NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:
- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, whon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach in or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice. Lender, at Lorder's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further declared and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach. Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver. As additional security hereunder. Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property. Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by 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 bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Hote and late charges as provided in the Hote.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Mote, until the Mote is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Morrgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments of Funds to Lender to the extent that Borrower makes such payments of Funds to Lender to the extent that Borrower makes such payments of Funds to Lender to the extent that Borrower makes such payments of Funds to Lender to the extent that Borrower makes such payments of the holder of a prior mortgage or

If Borrower pays Funds to Lender, 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 are assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid. Lender shall not be required to pay sorrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The

Funds are ple 4g of as additional security for the sums secured by this Mortgage. If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of the first assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly replay to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Le ider shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower snall [av to Lender any amount necessary to make up the deficiency in one or more payments as they fall due, Borrower snall [av to Lender any amount necessary to make up the deficiency in one or more payments as

Upon payment in full of all 1 was secured by this Morrgage. Lender shall promptly refund to Borrower any Funds held by Lender. If under paragears, 17 hereof the Property is sold or the Property is otherwise acquired by Lender. Lender shall apply, no later than immabiately prior to the sale of the Property or its acquisition by Lender, any Funds believed by the sale of the property or its acquisition by Lender, any Funds believed by the sale of the property or its acquisition by Lender, any Funds believed by the sale of the property or its acquisition by Lender.

Lender may require.

deed of trust if such holder is an institutional lender.

Londer shall apply, no later than im not lately prior to the sale of the Property or its acquisition by Lender, any runds held by Londer at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable faw provides otherwise, all payments received by Lender under

the Note and paragraphs I and 2 hereot snail be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; It was: Liens. Borrower shall perform all of Borrower's obligations

under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any,

5. Hazard Insurance. Borrower shall keep the improve nears now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "er tonded coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender or, y require.

The insurance carrier providing the insurance shall be chosen by four ower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause it fav it of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of itust conder shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of itust on other security agreement with a fien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lend,r within 30 days from the date

If the rioperty is abandoned by Borrower that the insurance carrier offers to settle a claim (%, insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restorate, nor repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Util Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a nait a condominium or a planned unit development, Borrower shall perform all of Borrower's oblivations under the declaration or coverants creating or governing the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Morrgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage itsustance as a condition of making the loan secured by this Morrgage. Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be oaid to Londer subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has proving we this Mortgage.



ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS..

This Rider is made this 17th day of November 19 87 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to:

FAIRFIELD SAVINGS AND LOAN ASSOCIATION

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 504 Chatham - Buffalo Grove, Illinois 60089

Property Address

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 9.75. %. The Note interest rate may be increased or decreased on the 20thlay of the month beginning on... December 19.87, and on that day of the month everymont? Kel ereafter.

Changes in the interest our are governed by changes in an interest rate index called the "Index". The Index is the highest prime rate of interest as report & in the Money Rate Section of the Wall Street Journal, or any successor publication.

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If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payn on s. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES

It could be that the loan secured by the S curicy Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the ease, then: (Al ary such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums are dy collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make his refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borger et a notice identifying that tien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument, (Specifically excluded are first mortgage liens.)

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 16 of the Sec. (ity Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 16.

E. INTEREST RATES (Applies only to Key Equity Line of Credit Loans)

The rate of interest shall in all cases change in accordance with the outstanding loan patence as follows:

RATE OF INTEREST LOAN BALANCE

Prime rate of interest + 2.00% 0 - 55,000Prime rate of interest + 1.5 1% \$5,001 - \$15,000 \$15,001 - \$25,000 Prime rate of interest + .75% \$25,001 - \$100,000 Prime rate of interest

F. FUTURE ADVANCES (Applies only to Key Equity Line of Credit Loans)

This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing ind outdoess under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, as are made within 7 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the real estate is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Mortgagee may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed the Credit Limit set forth above, plus interest thereon and any disbursements which the Mortgagee may make under this Mortgage, the Agreement, or any other document with respect hereto (e.g. for payment of taxes, special assessments or insurance on the real estate) and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby.

G. MINIMUM MORTGAGE LOAN AMOUNT

In all cases, the original minimum loan amount available under the terms of a Key Equity Line of Credit Loan shall be no less than Five Thousand and No/100 Dollars (\$5,000.00). The original minimum amount under the terms of Key Classic Equity Loan shall be no less than Fifteen Thousand and No/100 Dollars (\$15,000.00)

By signing this, the Borrower agrees to all of the above.

LESTER R. BENSON,

Bostower

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