State of Illinois

UNOFFICIAL CO

Mortgage

asedo. 🔏31:4745624-703 203b LOAN #00029580 (0095)

87014922

This indenture, made this

29TH day of

DECEMBER

19 86

between

MARIUS TOADER

SOFIA TOADER, HUSBAND AND WIFE

WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION

a corporation organized and existing under the laws of

THE STATE OF COLORADO

Mortgagee.

Witnesseth: The witnesses the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing ven date herewith, in the principal sum of

FIFTY FIVE THOUSAND FURTIEEN AND 00/100

Dollars (\$

ayable with interest at the rate of

EIGHT

per centum (8.000

%, per conum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its

office in

7900 EAST UNION AVENUE, SUITE 500

DENVER, CO 80237

, Mortgagor, and

other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

FOUR HUNDRED THREE AND 67/100

Dollars (\$

FEBRUARY !

, and a like sum on the first day of each and every month thereafter until the note is

fully paid, except that the final payment of principal and interest, it not sooner paid, shall be due and payable on the first day of

JANUARY

2017

Now, Therefore, the said Mortgagor, for the better securing of the payment of said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these p esents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of and the State of Illinois, to wit:

LOT 46 AND THE NORTH 1/2 OF LOT 45 IN BLOCK 2 IN THE EAST CHICAGO LAWN SWANNELL'S SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANCE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN

19-24-104-848. all De 6315 S. Sacrangto Orgo, 16 60629.

DEPT- 91 RECURDING

TRAN 9153 91/97/0/ 69:48:00

#3820 # 2 **一位了……以为4字是会

COOK COUNTY RECORDER

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

be seption of the Mortgagee to the lottowing items in the order set shall be paid by the Mortgagor each month in a single payment to hereby shall be added together and the aggregate amount lihereof paragraph and all payments to be made under the note secured (b) All payments mentioned in the preceding subsection of this

(i) ground rents, if any, taxes, special assessments, fire, and other

hazard insurance premiums;

(ii) interest on the note secured hereby;

(iii) amortization of the principal of the said note; and

(iv) late charges.

amount of the payments actually made by the Mortgagee for anpaection (a) of the preceding paragraph shall exceed the If the total of the payments made by the Mortgagor under

not to exceed four cents (4¢) for each dollar (\$1) for each payment under this mortgage. The Mortgagee may collect a "late charge" payment shall, unless made good by the Mortgagor prior to the

involved in handling delinquent payments. more than lifteen (15) days in arrears, to cover the extra expense due date of the next such payment, constitute an event of default Any deficiency in the amount of any such aggregate monthly

> expressly release and waive. appurtenances and fixtures, unto the said Mortnagee, its

To Have and to Hold the shove-described premises, with the

which said rights and benefits to said Mortgagor does hereby virtue of the Homestead Exemption Laws of the State of Illinois, herein set forth, free from all rights and benefits under and by successors and assigns, forever, for the purposes and uses

And Said Mortgagor covenants and agrees:

the Mortgagee. lorms of insurance, and in such amounts, as may be required by indebtedness, insured for an benefit of the Mortgagee in such time be on said preinisus, during the continuance of said thereot; (2) a sum selficient to keep all buildings that may at any land is situate, upon the Mongagor on account of the ownership of Illinois, or of the county, town, village, or city in which the said any lex or assessment that may be levied by authority of the State sufficient to pay all taxes and assessments on said premises, or as hereinafter provided, until said note is fully paid, (1) a sum material men to attach to said premises; to pay to the Mortgagee, of this instrument; not to suffer any lien of mechanics men or walue thereof, or of the security intended to be effected by virtue to be done, upon said premises, anything that may impair the To keep said premises in good repair, and not to do, or permit

otherwise paid by the Mortgagor. paid out of proceeds of the sale of the mortgaged premises, in poly much additional indebtedness, secured by this mortgage to be thereof, and any moneys so paid or expended shall be come so discretion it may deem necessary for the proper preservation make such repairs to the property herein mort gaged as in its assessments, and insurance premiums, when due and may premises in good repair, the Mortgages in 6.1 ay such taxes, that for taxes or assessments on said premises, or to keep said payments, or to satisfy any prior lien or incumbrance other than in case of the refusal or neglect of the Mortgagor to make such

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

And the said Mortgagor further covenants and agrees as follows: or any part thereof to satisfy the same.

That privilege is reserved to pay the debt, in whole or in part

on any installment due date.

:smus gaiwolioi first day of each month until the said note is fully paid, the secured hereby, the Mortgagor will pay to the Mortgagee, on the of principal and interest payable under the terms of the note That, together with, and in addition to, the monthly payments

sur sbeciel assessments; and by Mortgagee in trust to pay said ground rents, premiums, taxes and assessments will become delinquent, such sums to be held month prior to the date when such ground rents, premiums, taxes therefor divided by the number of months to etapse before one (all as estimated by the Mortgagee) less all sums already paid plus taxes and assessments next due on the mortgaged property lire and other hazard insurance covering the mortgaged property, premiums that will next become due and payable on policies of (a) A sum equal to the ground rents, if any, next due, plus the

Mortgagor will give immediate notice by mail to the Mortgagee, favor of and in form acceptable to the Mortgagee. In event of loss the Mortgagee and have attached thereto loss payable clauses in Mortgagee and the policies and renewals thereof shall be held by

then remaining unpaid unds: sold note,

commencement of such proceedings or

insurance shall be carried in companies approved by the

for payment of which has not been made hereinbefore. All

promptly, when due, any premiums on such insurance provision

such periods as may be required by the Morigagee and will pay hazards, casualites and confingencies in such amounts and for

from time to time by the Mortgagee against loss by fire and other

erected on the mortgaged property, insured as may be required

hereafter become due for the use of the cramises hereinabove

Mortgagee all the rents, issues, and profits now due or which may

enthot regissa ydered seor, rougginoM entholisserots assenbeddebni And as Additional Security to the payment of the

preceding paragraph as a credit against the amount of principal

remaining in the funds accumulated under subsection (a) of the

at the time the property is otherwise acquired, the balance then

hereby, or thing Mongagee acquires the property otherwise after

under the provisions of subsection (a) of the preceding paragraph.

or the Mortgagor any balance remaining in the funds accumulated

a mputing the amount of such indebtedness, credit to the account entire indebtedness represented thereby, the Mortgagee shall, in

the provisions of the note secured hereby, full payment of the

the Mortgagor shall tender to the Mortgagee, in accordance with

assessments, or insurance premiums shall be due. If at any time

or belore the date when payment of such ground rents, taxes,

Morigagee any amount necessary to make up the deliciency, on

become due and payable, then the Mortgagor shall pay to the

usatisuce bleminms, as the case may be, when the same shall

not be sufficient to pay ground rents, taxes, and assessments, or

Mortgagor under subsection (a) of the preceding paragraph shall

as the case may be, such excess, if the loan is current, at the

ground rents, taxes, and assessments, or insurance premiums,

Mortgagor, if, however, the monthly payments made by the

payments to be made by the Mortgagor, or refunded to the option of the Mortgagor, shall be credited on subsequent

mortgage resulting in a public sale of the premises covered

If there at all be a default under any of the provisions of this

ent to emit and to yings lishe eegs, from ent, the

That He Will Keep the improvements now existing or hereafter

who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, little and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mirigagor to the Mortgagee and shall be paid forthwith to the Morto gee to be applied by it on account of the indebtedness secured hereby, whether due or not.

The Mortgagor Further A gree's that should this mortgage and the note secured hereby not be migble for insurance under the

National Housing Act within SIXTY days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Lav Jopment dated SIXTIETH

subsequent to the

time from the date of this mortgage, declining to insure sato note and this mortgage being deemed conclusive proof of sour ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, this option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

in The Event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And in The Event that the whole or said debt is declared to be due, the Mortgagee shall have the right immediately lo foreclose this mortgage, and upon the filling of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of

the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

And In Case of Foreclosure of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable lees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

And There Shall be included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or cuito, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the money's advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are maite: (3) all the accrued interest remaining unpaid on the indebtedness iv. 6 by secured; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall then be purd to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, than this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, executo a release or satisfaction of this mortgage, and Mortgago, herchy waives the benefits of all statutes or laws which require the carlier execution or delivery of such release or satisfaction by Mortgagee.

It is Expressly Agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

The Covenants Herein Contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors; administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the

98:11 MG/6740AW

SCHAUMBURG, IL 60173

850 E. ALCONQUIN, SUITE 102 MESTAMERICA MORICAGE COMPANY

O'clock of m., and duly recorded in Book of page	
County, Illinois, on the day of A.D. 19	
County, Illinois, on the day of A.D. 19	
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Motary Public, State of Wilnois 200. No. Filed (w. Basonshiri the 1's corder's Office of	
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DEFICIAL SEAL SEAL	wokes
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ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 29TH day of DECEMBER.

19 86, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Mortgage"), of even date herewith, given by the undersigned ("Mortgagor") to secure Mortgagor's Adjustable Rate Note ("Note"), of even date herewith, to WESTAMERICA MORIGAGE COMPANY, A COLORADO CORPORATION ("Mortgagee"), covering the premises described in the Mortgage and located at 6315 SOUTH SACRAMENTO AVENUE, CHICAGO, TILINOIS 60629

Notwithstanding anything to the contrary set forth in the Mortgage, Mortgagor and Mortgagee hereby agree to the following:

- 1. Under the Note, the initial stated interest rate of __EIGHT per centum (8.000 _ %) per annum ("Initial Interest Rate") on the unpaid principal balance is subject to change, as hereinafter described. When the interest rate changes, the equal monthly installments of principal and interest rate of will be adjusted, as hereinafter provided, so that each installment will be in an amount necessary to fully amortize the unpaid principal balance of too Note, at the new adjusted interest rate, over the remaining term of the Note.
- 3. Each adjustment to the interest rate will be made based upon the following method of employing the weekly rarage yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index"; the Index is published in the Federal Reserve Builetin and made available by the United States Treasury Department in Statistical Release H. 15 (519)). As of each Change Date, it will be determined whether or not an interest rate adjustment must be made, and the amount of the new adjusted interest rate, if any, as follows:
 - (a) The amount of the Index will be determined, using the most recently available figure, thirty (30) days before the Change Date ("Current Index").
 - (b) TWO percentage points (2.0 %; the "Margir") will be added to the Current Index and the sum of this addition will be rounded to the nearest one-eighth of one percentage point (0.125%). The rounded sum, of the Margin plus the Current Index, will be called the "Calculated Interest Rate" for each Change Date.
 - (c) The Calculated Interest Rate will be compared to the interest rate being earned immediately prior to the current Change Date (such interest rate being called the "Existing Interest Rate"). Then, the new adjusted interest rate, if any, will be determined as folious
 - (i) If the Calculated Interest Rate is the same as the Existing Interest Rate, the interest rate will not change.
 - (ii) If the difference between the Calculated Interest Rate and the Existing Interest Rate is less than or equal to one percentage point, the new adjusted interest rate will be equal to the Calculated Interest Rate (subject to the maximum allowable change over the term of the Mortgage of five percentage points, in either direction, from the Initial' Interest Rate, herein called the "5% Cap").
 - (iii) If the Calculated Interest Rate exceeds the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point higher than the Existing Interest Rate (subject to the 5% Cap).

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(iv) If the Calculated Interest Rate is less than the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point less than the Existing Interest Rate (subject to the 5% Cap).

- (d) Notwithstanding anything contained in this Adjustable Rate Rider, in no event will any new adjusted interest rate be more than five percentage (5%) points higher or lower than the Initial Interest Rate. If any increase or decrease in the Existing Interest Rate would cause the new adjusted interest rate to exceed the 5% Cap, the new adjusted interest rate will be limited to five percentage (5%) points higher or lower, whichever is applicable, than the Initial Interest Rate.
- (e) Mortgagee will perform the functions required under Subparagraphs 3(a), (b) and (c) to determine the amount of the new adjusted rate, if any. Any such new adjusted interest rate will become effective on the Change Date and thereafter will be deemed to be the Existing Interest Fate. The new Existing Interest Rate will remain in effect until the next Change Date on which the interest rate is adjusted.
- (f) The moriod set forth in this Paragraph 3 of this Adjustable Rate Rider, for determining whether or not an adjustment must be made to the Existing Interest Rate incorporates the effects of the provisions of 24 CFR 203 49 (e) (1) and 234.79 (e) (1) which require that changes in the Index in excess of one percentage point must be carried over for inclusion in adjustments to the Existing Interest Rate in subsequent years.
- (g) If the Index is no langer available, Mortgagee will be required to use any index prescr. bed by the Department of Housing and Urban Development. Mortgagee will notify Mortgagor in writing of any such substitute index (giving all necessary information for Mortgagor to obtain such index) and after the date of such notice the substitute index will be deemed to be the Index hereunder.
- 4. (a) If the Existing Interest Rate charges on any Change Date, Mortgagee will recalculate the monthly installment payments of principal and interest to determine the amount which would be recessary to repay in full, on the maturity date, the unpaid principal balance (which unpaid principal balance will be deemed to be the amount due on such Change Date assuming there has been no default in any payment on the Note but that all prepayments on the Note have been taken into account), at the new Existing Interest Rate, in equal monthly payments. On or before the Change Date, Mortgagee will give Mortgagor written notice ("Adjustment Notice") of any change in the Existing Interest Rate and of the revised amount of the northly installment payments of principal and interest, calculated as provided above. Each Adjustment Notice will set forth (i) the date the Adjustment Notice is given, (ii) the Change Date, (iii) the New Existing Interest Rate and gusted on the Change Date, (iv) the amount of the adjusted monthly installment payments, calculated as provided above, (v) the Current Index, (vi) the method of calculating the adjustment to the monthly installment payments, and (vii) any other information which may be required by law from time to time.
 - (b) Mortgagor agrees to pay the adjusted monthly installment amount aginning on the first payment date which occurs at least thirty (30) days after Mortgagee has given the Adjustment Notice to Mortgagor. Mortgagor will continue to pay the adjusted monthly installment amount set forth in the last Adjustment Notice given by Mortgagee to Mortgagor until the first payment date which occurs at least thirty (30) days after Mortgagee has given a further Adjustment Notice to Mortgagor. Notwithstanding anything to the contrary contained in this Adjustable Rate Rider or the Mortgage, Mortgagor will be relieved of any obligation to pay, and Mortgagee will have forfeited its right to collect, any increase in the monthly installment amount (caused by the recalculation of such amount under Subparagraph 4(a)) for any payment date occurring less than thirty (30) days after Mortgagee has given the applicable Adjustment Notice to Mortgagor.
 - (c) Notwithstanding anything contained in this Adjustable Rate Rider, in the event that (i) the Existing Interest Rate was reduced on a Change Date, and (ii) Mortgagee failed to give the Adjustment Notice when required, and

UNOFFICIAL COPY 2 TYPE:

(iii) Mortgagor, consequently, has made any monthly installment payments in excess of the amount which would have been set forth in such Adjustment Notice ("Excess Payments"), then Mortgagor, at Mortgagor's sole option, may either (1) demand the return from Mortgagee (who for the purposes of this sentence will be deemed to be the mortgagee, or mortgagees, who received such Excess Payments, whether or not any such mortgagee subsequently assigned the Mortgage) of all or any portion of such Excess Payments, with interest thereon at a rate equal to the Index on the Change Date when the Existing Interest Rate was so reduced, from the date each such Excess Payment was made by Mortgagor to repayment, or (2) request that all or any protion of such Excess Payments, together with all interest thereon calculated as provided above, be applied as payments against principal.

5. Nothing contained in this Adjustable Rate Rider will permit Mortgagee to accomplish an interest rate adjustment through an increase (or decrease) to the unruid principal balance. Changes to the Existing Interest Rate may only be reflected through adjustment to Mortgagor's monthly installment payments of principal and interest, as provided for herein.

M. M. Bijustab.

Clerk's Office sinance. BY SIGNING TOLOW, Mortgagor accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Property of Cook County Clerk's Office

FHA ASSUMPTION RIDER
TO THE

MORTGAGE/DEED OF TRUST

FHA CASE# 131:4745624-703 2035 LOAN #00029580 (0095)

This Rider, dated this 29TH

day of DECEMBER

19 86 , amends the

Mortgage/Deed of Trust of even date by and between

MARIUS TOADER SOFIA TOADER, HUSBAND AND WIFE

, hereinelter referred to as Mortgagor, and

WESTAMERICA MORTGA JE COMPANY, A COLORADO CORPORATION

, hereinafter re'er ed to as Mortgagee, as follows:

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF, MARIUS TOADER SOFIA TOADER, HUSBAND AND WIFE

HAVE

set THEIR

hand(s) and sea (s) the day and year first aforesaid.

Man's loane [Seal]

SOPIA MADER [Seal]

______ [Seal]

Signed, sealed and delivered in the presence of

lictoria Kavalauskas

__ {Seal]

OFFICIAL SEAL Victoria Kavalauskas Notary Public, State of Illinois My Commission Expires Jan. 17, 1990

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Property or Cook County Clerk's Office

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