JNOFFICIAL₂COPriston

MORTGAGE

s used in connection with mortgages insured under the one- to four-family provisions of the National

THIS INDENTURE Made this 22ND day of APRIL ROBERT E. CUMMINS AND LAURA L. CUMMINS, HUSBAND/WIFE

1987 عود ا

. between

, Mortgagor, and

RESIDENTIAL FINANCIAL CORP.

a corporation organized and existing under the laws of

NEW JERSEY

Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date berewith, in the principal sum of SIATY-FOUR THOUSAND, FOUR HUNDRED FIFTY AND 00 /100

Dollar (\$

payable with interest at the rate of / / / / / per centum (9.000

%) per annum on the unpaid balance until paid, and made payable

10 the order of the Mortsagee at its office in NEW JERSEY

place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of FIVE HUNDRED FIGHTEEN AND 58 / 100

Dollars (\$) on the first day of JUNE , 19 87 , 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 princip, I as d interest, if not sooner paid, shall be due and payable on the first day of MAY

NOW, THEREFORE, 1'. 1 aid Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the convenants and prevents herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following des rited Real Estate situate, lying, and being in the County of COOK Illinois, to wit:

PARCEL I: LOT 137 IN NEW SALEM UNIT 3, BEING A SUBDIVISION OF PART OF THE OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED NOVEMBER 1, 1982 AS DOCUMENT 25,397,453 IN COOK COUNTY, ILLINOIS.

PARCEL II: EASEMENT FOR INGRESS AND EGRESS OVER OUT LOTS 1 IN NEW SALEM UNITS 1, 2 AND 3 APPURTENANT TO PARCEL 1, AS SET FORTH IN THE HARTFORD SQUARE DECLARATION OF COVENANTS, COAD TIONS AND RESTRICTIONS RECORDED NOVEMBER 19, 1982 AS DOCUMENT 26,417,658. Address of Proporty: 700 Jackson, Havover A or Il. 60103

P.I.N: 07-29-312-021

"SEE ATTACHED ONE TIME MIP PAYMENT RIDER MADE A PART PEREOF."

"SEE ATTACHED PREPAYMENT/ASSUMPTION RIDER TO MORTGAGE MADE A PART HEREOF. TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereunto 1 clonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of suppyling 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, end in creat of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said in tigagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homest and E emption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

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

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor,

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

GPO 871 680 HUD-92116M(5-80) oged lo,, 61 .Q.A day of Notary Public 7861 a.A GIVEN under my hand and Notarial Seal this 22HD 2/2 for the uses and purposes therein set forth, including the release and walver of the right of homestead, personally known to me to be the same person whose name \$2 \ 2 subscribed to the foregoing instrument, appeared before me this day in person and schrowledged that THEY (signed, sealed, and delivered the said instrument as THEIR HISTER HISTORY and voluntary act Do Hereby Certify That ROBERT E. CUMMINS AND LAURA L. CUMMINS, HUSBAND/WIFE

GAOR NIUDNOSJA ISAM ČŽI RESIDENTIAL FINANCIAL CORP RETURN TO AND PREPARED BY: m., and duly recorded in Book o,clock County, Illinois, on the Piled for Record in the Recorder's Office of

TI

максакет и. н. зниу ARLINGTON HEIGHTS,

STATE OF ILLINOIS

COUNTY OF

WITNESS the hand and seal of the Mongagor, the day and year first written.

- (III) interest on the note secured hereby; and
- (II) ground rents, if any, taxes, special assessments, fire, and other h wad insurance premiums; mouteage insurance premium), as the case may be;

(SEAL)

(I) premium charges under the contract of insurance with the Sc retary of Housing and Urban Development, or monthly charge (in lieu of

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ther and the aggregate amount thereof shall 🤝 p. de Mortgagor each month in a single payment to be applied by the Mortgages to (c) All previous mentioned in the two proceding sub. of one of this paragraph and all payments to be made under the note secured hereby shall be

sments will become delinquent, such sure, to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special ill sums already paid therefor divided by the m mber of months to elepse before one month prior to the date when such ground rents, promiums, taxes east (cange the Month and the Month and Month

A sum equal to the ground rents, if e.m. next due, plus the premiums that will next become due and payable on policies of the and other hazard outstanding balance of a or the note computed without taking into account delinquencies or prepayments;

(in lieu of a mortgar,o in: ur mee premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per ocnount of the average nd so long as to I note of over date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge Housing Act, as resended, and applicable Regulations thereunder, or

contex to, movid, such holder with funds to pay such premium to the Secretary of Housing and Urben Development pursuant to the Mational group of the accumulate in the heads of the holder one (1) month prior to its due date the annual mortgage mannaice premium, in (I) It and to be a said note of even day and this instrument are insured or are reinsured under the provisions of the Mational Housing Act, an

power, we canned or a mountly charge (in tieu of a morgage transmos premium) if they are held by the Secretary of Housing and Urban (4) An examine sufficient to provide the holder horsof with funds to pay the next mortgage transmore premium at this instrument and the note secured

goe, on the first day of each month until the said note is fully paid, the following sums: Then together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the distribution to the note secured hereby the distribution to the distribution to the note secured hereby the distribution to the note secured hereby the distribution to the note secured hereby the distribution that the distribution the distribution that the distr

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hote, on the first day of any mouth prior to maturity, provided, however, thut written notice of an intention to exercise such privilege is given at least thirty (30) pendency of such foreclosure sulf and in news of more monthly payments on the principal that are next due on the placing the Mortgages in possession of the premises, or appoint a receiver for the benefit of the Mortgages with power to collect the rents is a

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 receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and Mortgagos, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such applications for appointment of a upon the filing of any bill for that purpose, the court in which such bill is filled may at any time thereafter, either before or after sale, and without notice to the said AND IN THE EVENT That the whole of said debt is declared to be due, the Mongages shall have the right immediately to foreclose this mongage, and

secrised interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable. 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 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

(SEVT)

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AND the said Mortgagor further convenants and agrees as follows:

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

- (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
 - (f) If and so long as said note of even day and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder, or
 - (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outs anding balance due on the note computed without taking into account delinquencies or prepayments;
- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums alreathy and therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments, will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagoe to the following items in the owner set forth:
 - (I) premium charges under the cor ract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the one may be;
 - (II) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - (III) interest on the note secured hereby; ar 1
 - (IV) amortization of the principal of the said 110' a.

Any deficiency in the amount of any such aggregate mon'ty ayment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. It : Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the tixtra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor for ground rents, taxes, and assessments, or insurance premium, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgago any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums should be independent of such ground rents, taxes, assessments, or insurance premiums should be independent of such mortgagor shall tender to the Mortgagoe, in accordance with the provisions of the note secured hereby, full payment of the entile independents represented thereby, the Mortgagoe shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments make under the provisions of subsection (a) of the preceding paragraph which the Mortgagoe has not become obligated to pay to the Secretary of Housing and Urban Devilopment, and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagoe acquires the property otherwise after default, he Mortgagoe shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the interval any payments which shall have been made under subsection (a) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby a sign of the Mortgagor all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be exam of from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, 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, title 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 Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether the or not

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within ninety 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 Development dated subsequent to the ninety days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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Property of County Clerk's Office

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PREPAYMENT/ASSUMPTION RIDER

, 1987 , amends the mortgage The Rider dated the 22ND day of APRIL of even date by and between:

ROBERT E. CUMMINS AND LAURA L. CUMMINS, HUSBAND/WIFE

the Mortgagor, and RESIDENTIAL FINANCIAL CORP. as follows:

, the Mortgagee,

In Paragraph one on page 2, the sentence which reads as follows is deleted:

"that privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: Provided, however, that a written notice of intention to exercise such privilege is given at least thirty (30) days prior to prepayment."

Paragraph one on pace 2, is amended by the addition of the following:

"Privilege is reserved to pay the debt, in whole or in part, on any installment due date."

A new provision has been added as follows:

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secure, 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 execution of this mortgage or not later than 24 months after the date of a 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, ROBERT E. CUMMINS AND LAURA L. CUMMINS, HUSBAND/WIFE

has set his hand and seal the day and year first aforesaid.

(SEAL)

Signed, sealed and delivered

in the presence of

Courty of Loveron

My Commission Expires November 18, 1903 EMTOINETTE GINDER

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ONE TIME MIP MORTGAGE RIDER RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage between ROBERT: Ex; CUMMINS: AND LAURA LL CUMMINS; HUSBAND/WIFE,

Mortgagor and, Mortgagee,

dated 4/22/87

RESIDENTIAL FINANCIAL CORP. revises said Mortgage as follows:

1. Page 2, the second covenant of the Mortgagor is amended to read:

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

- (a) I sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefore divided by the number of months to elapse before one month prior to the oute when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; arus
 - (b) All payments mentioned in the two preceding subsections of this paragraph and all plyments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Nortgager each month in a single payment to be applied by the Mortgager to the following items in the order set forth:
 - (I) ground rents, if any, taxes, special assessments; fire, and other hazard insurance premiums;
 - (II) interest on the note secured hereby; and(III) amortization of principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late narge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan in current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgage any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee

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shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired; the balance then ore mainting in the balance then or the balance the balance then or the balance the ba credit, against the amount of principal then remaining unpaid under said

2. Page 2, the penultimate paragraph is amended to add the following sentence:

This option may not be exercised by the Mortgagee when the section in the ineligibility for insurance, under the National Housing Act of the section is due to the Mortgagee's failure to remit the mortgage of the section is due to the Mortgagee's failure to remit the mortgage of the section is is due to the Mortgagee's failure to remit the mortgage (10) al odga (12 od) insurance premium to the Department of Housing and Urban Development.

Dated, as of the date of the mortgage referred to herein. The digital amorphism

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ROBERT E. COMMINS

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