Coldwell Banker Title Services.

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on
The morgagor is THOMAS J. ROSSLEY AND ANNE M. ROSSLEY HIS WIFE

AS JOINT TENANTS ("Borrower"). This Security Instrument is given to ST. CHARLES SAVINGS & LOAN ASSOC., its successors &/or its assigns, which is organized and existing

under the laws of ILL INOIS
24 SOUTH SELVE ST SOUTH SECOND STREET, ST. CHARLES, ILLINOIS 60174

Borrower owes Lender the principal sum of FORTY THREE THOUSAND TWO HUNDRED AND 0/100 "Lender").

43200.00). This debt is evidenced by Borrower's note Dollars (U.S. \$ dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 1 2018 . This Security Instrument paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sams, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does I creb mortgage, grant and convey to Lender the following described property

COOK County, Illinois: located in UNIT 403 IN THE 801 SOUTH PLYMOUS COURT APARTMENT CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARTS OF LOTS 1 AND 2 IN BLOCK 1 IN DEARBORN PARK UNIT NUMBER 1, BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATIO STREETS AND ALLEYS IN AND ADJOINING BLOCKS 127 TO 134, BOTH INCLUSIVE, IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 AND THAT PART OF VACATED SOUTH PLYMOUTH COURT LYING WEST OF AND ADJOINING LOT 1 IN DEARBORN PARK UNIT NUMBER 1 AFORESAID EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A-2" TO THE DECLARATION OF CONDOMINIUM

RECORDED AS DOCUMENT 26,826,100 TOGETHER WITH IT UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

P.I.N.17-16-419-007-1053 VOLUME: 551

71111 TRAN 6824 09/21/88 13:24:00 #116 # A *-88-433084 COOK COUNTY RECORDER

88433084

which has the address of

801 S. PLYMOUTH COURT #403,

Illinois

60605 IZia Codel

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property:

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

NON-UNIFORM COVENANTS, Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender abail give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the default on or before the date specified in the notice may result in acceleration of the same and (d) that failure to cure the default on or before the date specified in the notice shall in acceleration of the same and (d) that failure to cure the default or or before the date specified in the notice shall further existence of a default or any other defense of Borrower to acceleration and the right to nearly increase and corrections. It the default is not cured on or before the date specified in the notice, Lender at the notice, Lender and many require imment in full of all sums secured by before the date specified in the notice. Lender and many require immediate payment in full of all sums secured by this Security Instrument without further demand and many require immediate provided in the notice. Lender and the right to collect all expenses incurred in pursuing the remediate provided in the notice. Lender and the right of or or collect all expenses incurred in pursuing the remediate provided in this paragraph 19, including but not limited to collect all expenses incurred in pursuing the remediate provided in this paragraph 19, including the influence.

20. Lender in Possession. Upon seccleration under paragraph 19 or abandomment of the Property and at any time provided in the expiration of any period of redemption flowing judicial asie, Lender (in person), by agent or by judicially prior to the expiration of any prior flowing fluid or or seccleration of the collect of the demand and any judicially demand and any judicially demand any in the expiration of the provided in the expiratio MON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

costs of management of the Property and collection of trents, 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 Security Instrument. appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially

Al. Molesse. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs.

Instrument. [Check applicable box(es)] 23. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Securit, instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend any supplement are covenants and agreements of this Security Instrument, as if the rider(s) were a part of this Security Instrument, as if the rider(s) were a part of this Security Instrument, as if the rider(s) were a part of this Security Instrument, as if the rider(s) were a part of this Security Instrument, as if the rider(s) were a part of this Security Instrument, as if the rider(s) were a part of this Security Instrument, as if the rider(s) were a part of this Security Instrument, as if the rider(s) were a part of this Security Instrument, as if the rider(s) were a part of this Security Instrument, as if the rider(s) were a part of this Security Instrument, as if the rider(s) were a part of this Security Instrument, as if the rider(s) were a part of this Security Instrument, as if the rider(s) were a part of this Security Instrument, as if the rider(s) were a part of this Security Instrument, as if the rider(s) were a part of this Security Instrument, as if the rider(s) were a part of this Security Instrument In

Other(s) [specify] Ranned Unit Development Rider Tabia Graduated Payment Rider Z Condominium Rider TabiA Vlims 4 - 2 Adjusts' de Rate Rider

Instrument and in any rider(s) execute: 14 Borrower and recorded with it. BY SIGNING BELOW, Borer ver accepts and agrees to the terms and covenants contained in this Security

Connty 81:

do hereby certify that THOMAS J. ROSSLEY AND ANNE M. ROSSLEY HIS WIFE THE UNDERSIGNED a Notary Public it and for said county and state,

COOK

AS JOINT TENANTS

STATE OF ILLINOIS,

. personally known to me to be the same person(s) whose oun e(s) ARE

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

free and voluntary act, for the uses and purposes therein signed and delivered the said instrument as THEIR

dirof: ise

88 61 4 day of SEPTEMBER

Votary Public

MY COMMISSION EXPIRES 1/26/91 MY COMPTION OF THE SWOUNDS eini, ingel pin franchen of friein seal, inis

SI. CHYRLES SAVINGS AND LOAN ASSOCIATION

This instrument was prepar

. 4256 . W. ARLINCTON . RELCHTS RD. (SmaM)

ARLINGTON HEIGHTS, ILLINOI

UNOFFICIAL C.C.

UNIFORM COVENANTS. Brown and Lender Covered at large 4.53 103: 10 1 4

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately price. To the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of I'ay ments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applicable first, to late charges due under the Note; second, to prepayment charges due under the

Note: third, to amounts payable or der paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any ier which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the rien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improve, or conow existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended or verage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Barower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's so urity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any closes paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-usy period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall in it extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment.

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspections of the Property Lender

8. Inspections of the Property Lender

9. Inspections of the Property Lender If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

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

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be In the event of a total fraing of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the shortower and Lender otherwise agree in writing, the sums secured by the following fraction: (a) the total amount of the proceeds multiplied by the following fraction: (a) the total amount of the proceeds multiplied by the following fraction: (a) the total amount of the proceeds multiplied by the following fraction: (b) the total amount of the proceeds multiplied by the following fraction: (b) the total amount of the proceeds multiplied by the following fraction: (b) the total amount of the proceeds multiplied by the following fraction: (b) the total amount of the proceeds multiplied by the following fraction: (c) the total amount of the proceeds multiplied by the following fraction: (c) the total amount of the proceeds multiplied by the following fraction: (c) the total amount of the proceeds multiplied by the following fraction:

If the Property is abandoned by Borrower fails to respond to Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is paid to Borrower.

Unless, ander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums secured by this Security Instrument, whether or not then due. given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

postpone the Use date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payment or 10. Be treasing of the time for payment or

shall not be a waiver of or preclude the exercise of any right or remedy. by the original Borrower or Barrower's successors in interest. Any forbestance by Lender in exercising any right or remedy Lender shall not be equived to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise movily amortization of the sums secured by this Security Instrument by neason of any demand made interest of Borrow, a shall not operate to release the liability of the original Borrower or Borrower's auccessors in interest. modification of a nostization of the sums secured by this Security Instrument granted by Lender to any successor in

that Borrower's consent. modify, forbear or make any accommodations vith regard to the terms of this Security Instrument or the Note without the sums secured by this Security Instrumat; and (c) agrees that Lender and any other Borrower may agree to extend, that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay Instrument but does not execute the receive (a) is co-signing this Security Instrument only to mortgage, grant and convey of paragraph 17. Borrower's covenar to and agreements shall be joint and several. Any Borrower who co-signs this Security 11. Successors and Action Bound, Joint and Several Liability, Co-signers. The covenants and agreements of Lender and Borrower, subject to the provisions this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions

under the Note or by making a direct payment to Borrower. "A refinid reduces principal, the reduction will be treated as a permitted limits will be refunded to Borrower. Lender may ch sose to make this refund by reducing the principal owed necessary to reduce the charge to the permitted limit; and (2) any sums stready collected from Borrower which exceeded connection with the loan exceed the permitted limits, the r. (a) any such loan charge shall be reduced by the amount charges, and that law is finally interpreted so that the interest or other loss charges collected or to be collected in If the loan accured by the Security Instrument is subject to a law which sets maximum loan 12. Loan Charges.

permitted by paragraph 19. If Lender exercises this option, Lender shall trike ti e steps specified in the second paragraph of may require immediate payment in full of all sums secured by this Secretary instrument and may invoke any remedies partial prepayment without any prepayment charge under the Most 13. Legislation Affecting Lender's Rights. If enacting any provision of applicable laws has the effect of rendering any provision of the Mote or this Security Instrument unconversely a seconding to its terms, Lender, at its option, may require immediate payment in full of all an security in this Security instrument and its security instrument in the security in th If enactricate of expiration of applicable laws has the effect of

first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender. Any posice to Lender shall be given by mailing it by first class mail unless applicable law requires use of another metl od. The notice shall be directed to the Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by paragraph 17

jurisdiction in which the Property is located. In the event that any provision or clause of this ferurey Instrument or the 15. Governing Law; Severability. This Security instrument shall be governed by federal low and the law of the in this paragraph. provided for in this Security Instrument shall be deemed to have been given to Borrower. Under when given as provided

Note are declared to be severable which can be given effect without the conflicting provision. To this end the provisions of this Security Listrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note

17. Transfer of the Property or a Beneficial Interest in Borrower is sold or transferred and Borrower is not a natural interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural Borrower shall be given one conformed copy of the Note and of this Servity Instrument. 16. Borrower's Copy.

federal law as of the date of this Security Instrument secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by

this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

remedies permitted by this Security Instrument without further notice or demand on Borrower shall have the right to have

Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had Security Instrument, including, but not limited to, reasonable attorneys' fees and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower; applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the eatlier of: (a) 5 days (or such other period as

ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps-Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this 12TH day of SEPTEMBER , 19 88 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to ST. CHARLES SAVINGS AND LOAN ASSOCIATION IT'S SUCCESSORS AND/OR (the "Lender") of the same date and covering the property described in IT'S ASSIGNS the Security Instrument and located at:

801 S. PLYMOUTH COURT #403, CHICAGO, ILLINOIS 60605

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CON-

VETT THE ADJUSTABLE RATE TO A FIXED RATE.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower

and Lender further covenant and agree as follows:

A. ADJUSTABLE TATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.50 %. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

that day every 12th month there after Each date on which my adjustable interest rate could change is called a "Change Date.' ang kamang talah salah jalah kebupatan begi

(B) The Index

Beginning with the first Change Late, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recen Irdex figure available as of the date 45 days before each Change Date is caffed the "Current Index."

If the Index is no longer available, the No e Holder will choose a new index which is based upon comparable

information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO & THREE QUARTERS percentage points (2.750 %) to the Current Index. (h. Plote Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject 's the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the more that payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 7.50 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 13.50 %, which is called the "Mulmum Rate", or less than (E) Effective Date of Changes 7.50 % which is called the "minimum rate" My new interest rate will become effective on each Change Date. I will pay the amount of nonew monthly payment

beginning on the first monthly payment date after the Change Date until the amount of my ror only payment changes again

F1 Notice of Changes

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate on I the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the

FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:
5. FIXED INTEREST RATE CONVERSION OPTION

A) Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date,"

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion

MULTISTATE ADJUSTABLE RATE RIDER—ARM PLAN 57—Single Family—Fannie Mae Uniform Instrument Form 3118 12/87
Form 4219 (6712)

Holder requires to effect the conversion.

(B) Calculation of Fixed Rate

(C) New Payment Amount and Effective Date not be greater than the Maximum Rate stated in Section 4(D) above, or minimum rate stated in 4(D) above. will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of pne percentage point Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, point (0.625%), rounded to the nearest one-eighth of one-percentage point (0.125%); or (ii) if the original term of this fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year My new, fixed interest rate will be equal to the Federal Mational Mortgage Association's required net yield as of a

as my rog thly payment until the maturity date. of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment

C. TRAINSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Rider, Unifor a Covenant 17 of the Security Instrument is amended to read as follows: I. Until dorrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate

Lender. assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan submitted to Lender information to quired by Lender to evaluate the intended transferce as it a new loan were being made as of the date of this Secur. y Instrument. Lender also shall not exercise this option it: (a) Borrower causes to be by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law without Lender's prior willen consent, Lender may, at its option, require immediate payment in full of all sums secured sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) Transfer of ne P operty or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is

Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Lender and that obligates the transferce to keep all the promises and agreements made in the Note and in this Security the loan assumption. Lender also may rearrie the transferee to sign an assumption agreement that is acceptable to To the extent permitted by applicable ith Lender may charge a reasonable fee as a condition to Lender's consent to

If Lender exercises the option to require immediate p. yment in full, Lender shall give Borrower notice of accelera-Borrower in writing.

or demand on Borrower. expiration of this period, Lender may invoke any remedies per mined by this Security Instrument without further notice which Borrower must pay all sums secured by this Security in trument. If Borrower fails to pay these sums prior to the tion. The notice shall provide a period of not less th. n 3.) days from the date the notice is delivered or mailed within

cease to be in effect, and the provisions of Uniform Convenant 17 of the Security Instrument shall instead be in effect, as Rider, the amendment to Uniform Covenant 17 of the Security Instrument ontained in Section C 1 above shall then 2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate

by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law without Lender's prior written consent. Lender may, at its option, require immediate payinent in full of all sums secured sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is

any remedies permitted by this Security Instrument without further notice or demand on Borr were by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke of not less than 30 days from the date the notice is delivered or mailed within which Borrower m., st pay all sums secured If Lender exercises this option, Lender shall give Borrower notice of acceleration. The correspond shall provide a period

BY SICHING BELOW, Borrower accepts and agrees to the terms and covenants confained in this Adjustable Rate

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as of the date of this Security Instrument.

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THIS CONDOMINIUM RIDER is made this

2th day of

SEPTEMBER

19 88

and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to ST. CHARLES SAVINGS & LOAN ASSOC, it's successors & assigns (the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 801 S. PLYMOUTH COURT #403, CHICAGO, IL 60605

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

801 SOUTH PLYMOUTH COURT APARTMENT CONDOMINIUM

DOURS INTERCEMENT OUNDONIEMED

[Name of Condominium Project] (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Cornominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extender recoverage," then:
- (i) Lender walker the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's of ligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of he and insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums seed ed by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance pointy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any awart or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Securit / Ir strument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, excert after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominum Project, except for abandonment or termination or required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit.

(iii) termination of professional management and assumption of se f-ranagement of the Owners Association

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Bor owe secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrow er requesting payment.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condomic, un Rider.

MAN	of Rossley	(Seal)
Λ	M. Rossly	(Seal) Borrowei
		(Seal) Borrower

or

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THE RESTREET FRANCISCO PROPERTY AND THE SECOND

88 SEPTEMBER 12th , 19 THIS PLANNED UNIT DEVELOPMENT RIDER is made this day of and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to ST. CHARLES SAVINGS & LOAN ASSOC, it's successors & assigns (the

of the same date and covering the Property described in the Security Instrument and located at: 801 S. PLYMOUTH COURT #403, CHICAGO, IL 60605
[Property Address]

(the "Lender")

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in SEE SCHEDULE A LEGAL DESCRIPTION

(the "Declaration"). The Property is a part of a planned unit development known as DEARBORN PARK

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further rover ant and agree as follows:

- A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the : (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent
- B. Hazard Insurance, So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard ir surence on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required cave age is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of an / Inpse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, an proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sum secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable ir, for m amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for danie see, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Vaiform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Linder and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

By SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

11 /	
THOMAS J. ROSSLEY	(Seal)
Anne M. Kodsley	(Seal)
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