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All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagor 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 in account of the indebtedness secured hereby, whether due 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 **180** 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 **180** 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.

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 of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing 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 fees 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 suits, 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 moneys 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 made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid 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, then this conveyance shall be null and void and Mortgagee will, within forty (40) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier 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 feminine.

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That he will keep the improvements now existing or hereafter effected on the moribund property, insured as may be required from time to time by the Maritraggeage against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Maritraggeage and will pay promptly, when due, any premiums on such insurance pro rata for payment of which has not been made herebefore.

And as additional security for the payment of the indebtedness
afforementioned the Mortgagee does hereby assign to the Mortgagor all
the rents, issues, and profits now due or which may hereafter
become due for the use of the premises hereinabove described.

debatedness, represented in the account of such indebtendness, credit to the Morrigagge shall, in con-
stituion (a) of the Pre-existing Parangraph which the Morrigagge has moi
become obligatid to pay to the Secretary of Housing and Urban
Development, and any balance remaining in the funds ac-
cumulated under the provisions of subsection (b) of the pre-
cipage, if there shall be a default under any of the provisions
of this morrigage resulting in a public sale of the premises covered
hereby, or if the Morrigagee acq'uis, in preference otherwise after
dedefault, the Morrigage shall apply, a, to the sum of the commen-
ment of such proceedings or at the time the property is otherwise
acquired, the balance then remaining in the funds accumulated.

and payable, when the Mortgagor shall pay to the Mortgagée any amount necessary to make up the deficiency, on or before the date when payment of such premium shall be due, if at any time the Mortgagor shall fail, under to the Mortgagée, in accordance with the provisions of the instrument, to make full payment of the amount due.

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 charge" equal to exceed four cents (4¢) for each dollar (\$1) for each day payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

(V) late charges;
(IV) amortization of the principal of the said note; and
(III) interest on the note secured hereby;

(11) Ground rents, if any, taxes, special assessments, etc., fire, and other hazard insurance premiums;

(1) premium charges under the Second Act of Insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may

Secured hereby shall be added together and the aggregate amount in a single payment to be paid by the Mortgagor each month in a single sum in the order set forth:

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will become due and payable on policies of fire and other hazard insurance held by the mortgagor. Premiums due on other hazard insurance covering the mortgaged prop-erty, plus taxes and assessments next due on the mortgaged prop-erty (all as established by the Mortgagor) less all sums already paid therefor divided by the number of months to lapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

(c) All payments mentioned in the two preceding subsections

(1) If and so long as said note of even date and this instru-
ment are insured or are reinsurance under the provisions of the Na-
tional Housing Act, an amount sufficient to accumulate in the
hands of the holder one (1) month prior to its due date the an-
nual mortgage insurance premium, in order to provide such
holder with funds to pay such premium to the Secretary of Hous-
ing and Urban Development pursuant to the National Housing
Act, as amended, and applicable regulations thereunder; or
(2) If and so said note of even date and this instru-
ment are held by the Secretary of Housing and Urban Develop-
ment, a monthly charge (in lieu of a mortgage insurance
premium) which shall be in an amount equal to one-twelfth
of one-half (1/2) per centum of the average outstanding
balance due on the note computed without taking into account
delinquencies or prepayments;

(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 renewed, or a monthly payment and the note secured hereby are terminated, 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:

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note accrued hereby, the Mortgagor will pay to the Mortgaggee on the first day of each month until the said note is fully paid, the sum of \$.

That privilege is reserved to pay the debt in whole, or in part,
on any instalment due date.
follows:

It is expressly provided, however, (all other provisions of this moribund society notwithstanding), that the Moribundage shall be to the contrary notwithstanding, that the Moribundage 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 impove- ments situated thereon, so long as the Moribundager shall, in good faith, consent to the sale of the Moribundity thereof by appropria- tion, legal proceedings brought, in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assess- ment, or lien so collected and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

In case of the results of neglect of the Mortgagor to make such payments, or to satisfy any prior lien or encumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagor shall 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 proceed to sell the same at public auction, if not otherwise provided by the Mortgagor.

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89468595 8 9 4 6 8 5 9 5 \$17.00

State of Illinois

Mortgage
474576

FHA Case No.

131-5765450

This Indenture, Made this 27TH day of SEPTEMBER, 1989, between

MARGARET J. KEATING, A SPINSTER

, Mortgagor, and

DRAPER AND KRAMER, INCORPORATED

a corporation organized and existing under the laws of ILLINOIS
Mortgagee.

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of EIGHTY FIVE THOUSAND AND 00/100

Dollars (\$ 85,000.00)

payable with interest at the rate of NINE AND ONE-HALF per centum (9.50 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in CHICAGO, ILLINOIS or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of SEVEN HUNDRED FOURTEEN AND 85/100

Dollars (\$ 714.85)

on NOVEMBER , 1989 , 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, if not sooner paid, shall be due and payable on the first day of OCTOBER 20 19

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

SEE LEGAL RIDER ATTACHED

27-23-116-015

8530 W. 161st

TAX IDENTIFICATION NUMBER:

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 plumb-ing 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.

To have and to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, 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 Homestead Exemption 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 hereinabove 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.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

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CHICAGO , ILLINOIS 60603
33 WEST MONROE STREET
DRAPEER AND KRAMER, INCORPORATED

JOHN P. DAVEY
THIS INSTRUMENT PREPARED BY:

1989 OCT -4 AM 10:47
89468595
FILED FOR RECORD
COOK COUNTY, ILLINOIS

BOX 333-GG

Property of Cook County Clerk's Office

Doc. No. 6
Filed for Record in the Recorder's Office of
Cook County, Illinois, on the day of A.D. 19
m., and duly recorded in Book _____
of _____ page _____
of _____ m., and duly recorded in Book _____
of _____ page _____ A.D. 19

Commission Expires Nov. 6, 1989

Notary Public

GIVEN under my hand and Notarized Seal this

1. MARGARET J. KEATING, A SPINSTER, and
afforeward, do hereby certify that
a Notary public, in and for the county and State
and Person whose name is subscribed to this foregoing instrument, appears before me this day in person and acknowledges
thereby to be forth, including the release and waiver of the right of homestead
granted, sealed, and delivered the said instrument in free and voluntary act for the uses and purposes
that it will, personally known to me to be the same

County of Cook, State of Illinois
Given under my hand and Notarized Seal this

[SEAL] [SEAL]
[SEAL]
[SEAL]
[SEAL]

Witness the hand and seal of the Mortgagor, the day and year first written.

* SEE FHA ASSUMPTION POLICY RIDER ATTACHED
* SEE FHA CONDOMINIUM RIDER ATTACHED

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UNIT NUMBER 8500, IN WESTBERRY VILLAGE UNIT NUMBER 3 CONDOMINIUM AS CERTAIN LOTS IN WESTBERRY VILLAGE UNIT NUMBER 3, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A", TO THE DECLARATION OF CONDOMINIUM MADE BY STANARD BANK AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATE JUNE 3, 1976, KNOWN AS TRUST NUMBER 449, AND RECORDED AS DOCUMENT 88148707 AS, AMENDED TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM, THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASMENTS, RESTRICTIONS, CONDITIONS, COVENANTS RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THROUGH THE PROVISIONS OF SAID DECLARATION MAKE RECITED AND STIPULATED AT LENGTH HEREIN.

Property of Cook County Clerk's Office

89468595

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8 9 4 6 8 5 9 5

VMP MORTGAGE FORMS • 13131203-8100 • (800)621-7201

11/88

10-B21 (8811) FHA Assumption Policy Rider - Multistate

89468595

(Space below this line for acknowledgement)

NOTE: If the property is not the principal or secondary residence of the Mortgagor, 24 months will be checked instead of 12 months.

(Sign Original Only)

Mortgagor

(Seal)

Mortgagor

(Seal)

MARGARET J. KETTING

Mortgagor

(Seal)

Mortgagor

(Seal)

IN WITNESS WHEREOF, the Mortgagor has executed this Assumption Policy Rider.

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 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 12 24 months after the date on which the mortgage is executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

AMENDMENT COVENANT. In addition to the covenants and agreements made in the instrument, Mortgage and

(Property Address)

8530 W. 161ST STREET TINLEY PARK, IL 60477

(the "Mortgagee") and covering the property described in the instrument and located at:

Note (the "Note") of the same date to DRAPER AND KRAMER, INCORPORATED

Debt (the "Instrument") of the same date given by the undersigned (the "Mortgagor") to secure the Mortgagor's incorporation into and shall be deemed to include and supersede the Mortgage, Deed of Trust, or Deed to Secure This Assumption Policy Rider is made this 27th day of SEPTEMBER, 19⁸⁹, and is

NOTICED: THIS RIDER ADDS A PROVISION TO THE INSTRUMENT ALLOWING THE MORTGAGEE TO REQUIRE PAYMENT OF THE NOTE IN FULL UPON TRANSFER OF ALL OR PART OF THE PROPERTY.

FHA ASSUMPTION POLICY RIDER

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Property of Cook County Clerk's Office

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~~ITAL COPY~~ 3 9 4 6 8 5 9 5

MARCA REG. U. FEDATINC

WITNESSES WHEREOF, BORROWER HAS EXECUTED THIS FHA CONDOMINIUM RIDEER.

IN ADDITION TO THE COVENANTS AND AGREEMENTS MADE IN THE SECURITY INSTRUMENT, BORROWER AND LENDER PURSUANT TO THE SECURITY AGREEMENT, BORROWER AND LENDER PURSUANT AS FOLLOWS:

1. RESOLUTION OF INCONSISTENCIES. IF THIS SECURITY INSTRUMENT AND NOTE BE INSURED UNDER SECTION 234(C) OF THE NATIONAL HOUSING ACT, SUCH SECTION AND REGULATIONS ISSUED THEREUNDER AND IN EFFECT ON THE DATE HEREOF SHALL COVER THE RIGHTS, DUTIES AND LIABILITIES OF THE PARTIES HERETO, AND ANY PROVISION OF THIS OR OTHER INSTRUMENTS EXECUTED IN CONNECTION WITH THIS SECURITY INSTRUMENT AND NOTE WHICH ARE INCORPORATED WITH THIS SECURITY INSTRUMENT ACT OR REGULATIONS ARE HEREBY AMENDED TO CONFORM THERETO.

2. ASSESSMENTS. FAILURE OF THE BORROWER TO PAY THE BORROWER'S SHARE OF THE COMMON EXPENSES OR ASSESSMENTS AND CHARGES IMPOSED BY THE OWNER'S ASSOCIATION, AS PROVIDED FOR IN THE INSTRUMENTS ESTABLISHING THE OWNER'S ASSOCIATION, SHALL CONSTITUTE A DEFAULT UNDER THE PROVISIONS OF SECTION 234(C) OF THE HOUSING ACT AND RESULT IN A LIEN MORTGAGE. AS USED IN THE SECURITY INSTRUMENT THE TERM "ASSESSMENTS" EXCEPT WHERE IT REFERS TO ASSESSMENTS AND CHARGES BY THE OWNER'S ASSOCIATION SHALL BE DEFINED TO MEAN "SPECIAL ASSESSMENTS BY STATE OR LOCAL GOVERNMENTAL AGENCIES."

DISTRICTS OR OTHER PUBLIC TAXING MAXING OR ASSESSING BODIES."

THE PROPERTY CONSTITUTES OF A UNIT, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS, IN A CONDOMINIUM PROJECT KNOWN AS:

8530 W. 161ST STREET
TINLEY PARK, IL 60477

(HERETIN "LENDER") AND COVERING THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT AND LOCATED AT:

DRAPER AND KRAMER, INCORPORATED

THIS CONDOMINIUM RIDER IS MADE THIS 27TH DAY OF SEPTEMBER, 1989, AND IS INCORPORATED INTO AND SHALL BE DEEMED TO AMEND AND SUPPLEMENT A MORTGAGE (HEREIN "SECURITY INSTRUMENT") DATED OF EVEN DATE HERETOWITH GIVEN BY THE UNDERSIGNED (HEREIN "BORROWER") TO SECURE BORROWER'S NOTE TO :

EHA CONDOMINIUM RIDGE

UNOFFICIAL COPY

RECEIVED IN THE CLERK'S OFFICE OF COOK COUNTY, ILLINOIS, ON APRIL 1, 1974.

INVESTIGATIVE REPORT

RECEIVED IN THE CLERK'S OFFICE OF COOK COUNTY, ILLINOIS, ON APRIL 1, 1974.

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RECEIVED IN THE CLERK'S OFFICE
OF COOK COUNTY, ILLINOIS,

RECEIVED IN THE CLERK'S OFFICE
(MAY 1, 1974) BY CLERK AND CLERK'S ASSISTANT, CLERK'S OFFICE.

RECEIVED IN THE CLERK'S OFFICE, CLERK'S OFFICE.

RECEIVED IN THE CLERK'S OFFICE, CLERK'S OFFICE, CLERK'S OFFICE.
RECEIVED IN THE CLERK'S OFFICE, CLERK'S OFFICE, CLERK'S OFFICE.
RECEIVED IN THE CLERK'S OFFICE, CLERK'S OFFICE, CLERK'S OFFICE.
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RECEIVED IN THE CLERK'S OFFICE, CLERK'S OFFICE.