THIS INSTRUMENT WAS PREPARED BY: FELICIA WILSON

One North Dearborn Street

Chicago, Illinois 60602

CITICORP SAVINGS

MORTGAGE

118 SIA16256

Corporate Office

One South Dearborn Street Chicago, Illinois 60603 Telephone (1 312 977 5000)

010029312 LOAN NUMBER:

IV- CK

THIS MORTGAGE ("Security Instrument") is given on

December 1

1989 . The mortgagor is (NICKOLAS GONZALEZ IS MARRIED TO ANGELITA GONZALEZ, MIGUEL GONZALEZ IS MURRIED TO GUADALUPE GONZALEZ , ALFREDRO D GONZALEZ IS MARRIED TO MARIA GONZALEZ .

("Borrower"). This Security Instrument is given to Citicorp Savings of Illinois, A Federal Savings and Loan Association, which is organized and existing under the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603. ("Lender"). Borrowe ov as Lender the principal sum of FIFTY FIVE THOUSAND EIGHT HUNDRED AND 00/100-Dollars(U.S.\$55,800.00 by Borrower's note dated the some date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2005

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 sums, with interest, advanced under paragraph 7 to protect the security of this Security instrument; and (c) the performance of Eurower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby money on, grant and convey to Lender the following described property located

LOT 63 IN F. H. BARTLETT'S SUBDIVISION OF BLOCK 6 AND 7 (EXCEPT THE EAST 140.77 FEET THEREOF) IN REID'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF DF CORTS OFFICE SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID#: 16-27-417-014

12/11/89 to 13 00 -89-589221

COOK

County, Illinois:

which has the address of

2835 SOUTH KOLIN AVENUE

(Street)

CHTCAGO

Illinois

60623

("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 \$\infty\$ 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 used and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVE NANTS. For two and Lander's working and agree as Julions:
1. Payment of Princ on and interest; Preplyment and the Thomas. Born we shall primptly pay when due the prin-

cipal 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; (e) 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 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 excrow 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 and the purpose for which each debit to the funds was made. 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 payme a in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, If a de paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the is operty or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against application as a credit equinst the sums secured by this Security Instrument.

3. Application of Paymer's. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to a e charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under parage and 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall puy 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 primptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, brower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the firm in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, I gal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Proper's; 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 Instrumen, Dinder may give Borrower a notice identifying the lien. Burrower 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 improvements as a existing or hereafter crected on the Property insure! against loss by fire, hazards included within the term "extended coverage" 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 approve! 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, Borrower 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 security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance process shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If florrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to  $\omega\psi_{\phi}v$  claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pry sums secured by Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not even dor 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 Horrower 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.

If Lender required moregate instruce as a cloud to of making the han secured by this Security Instrument, 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. Inspection. Lender or its agent may make reasonable entires upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 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.

In the event of a total taking 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 amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the property is abandoned by Borrower, or if, after natice by 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 given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing any application of proceeds to principal shall not extend or postpone the des. late of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of generation of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower's lad not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower of Dorrower's successors in interest. Any forebearance by Lender in exercising any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy.
- 11. Successors and Assign's Bound; Joint and Several Linbility; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants of Jugreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (...) is co-signing this Security Instrument only to mortgage, grant and convey the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodation; with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 12. Loan Charges. If the loan secured by thir. Security Instrument is subject to a law which sets maximum loan charges, and the law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then; (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 13. Legislation Affecting Lender's Rights. If enactment in expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted paragraph 19. If Lender exercises this option, Lender shall take (he steps specified in the second paragraph of paragraph 17.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender, when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federar base and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, required immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (n) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower; (a) pays Lender all sums which then would be due under this Security Instrument and the Note had not acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this 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 Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under the paragraphs 13 or 17.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration tollowing 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; (c) a date, not loss than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Berrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, but not lamited to, reasonable atterneys' less and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time phor to the expiration of any period of redemption following judicial sale, Londer (in person, by agent or by judicially 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 Londer or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable

attorneys' leds, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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

the covenants and agreements of the Secu- plicable box(es)]	irity Instrument as i	f the rider(s) were a part of the	s Security Instrumer	it. [Check ap-
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Adjustable Rate Ride.	Condomini	ını Rider	2-4 Family	Rider
Graduated Payment Timer	Planned Ur	nt Development Rider		
X Other(s) [specify] 1-4 F.W.T.	LY RIDER			
SEE RIDERS AT	PACHED HERETO	AND MADE A PART HERE	OF	
BY SIGNING BELOW, Borrower accepts and inder(s) executed by Borrower and recorded with it	agrees to the term	s and covenants contained in th	ns Socurity Instrume	entand in any
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ALFREDO D GONZALEZ	-Borro <del>w</del> ei	ANGLAITA GONZALE	zas	
G A R R R	-BOITOWCI	THIS FOCUMENT IS EXE		Borrower
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MARIA GONZALEZ STATE OF ILLINOIS	СООК	County ss:	KEIN PROVIDED	•
		1.0		
hereby certify that NICHOLAS GONZALEZ	IS MARRIED	, a Notary Public i TOAngelita Gonzal		
IS MARRIED TO Guadalupe Gon	zalez , ALFR	EDRO D GONZALEZ IS M	ARITO TO Mar	ia Gonzale
•				
, perso subscribed to the foregoing instrument, appr	nally known to me eared before me thi	to be the same Person(s) who: s day in person, and acknowle	e name(s	ev :
signed and delivered the said instrument as	<u>their</u> no	and voluntary act, for the use		
Given under my hand and official seal	, this 1st	_ day of _ December		een set forth.
My Commission expires:  Application of the commission of the commi	mmmy 1/.	<del></del>	4	i i
Victoria Kavalauskas Notary Public, State of IIII	. E VU	lour Kan	aluska	6 E
≥ 17 Contrission Expires Jan. 1	7, 1990 ≩	Notary Public		•
	அத்துருப்பிக் Line Reserve	For Londor and Recorder)		
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		BOX #1	.65	

## 1-4 FAMILY RIDER OFFICIALS COPY

Corporate Office One South Desiborn Street Chicago, Illinois 60603 Telephone (1 312) 977-5000

1ST DECEMBER THIS 1-4 FAMILY RIDER IS made this day of and is incorporated into and shall be deemed to amend and supplement the Mortgago, Deed of Trust or Security Dood (the "Security instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Citicorp Savings of Illinols, A Federal Savings and Loan Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 2835 SOUTH KOLIN AVENUE CHICAGO, ILLINOIS 60623

(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Berrower and Lender further covenant and agree as follows:

- A. Use of Property; Compliance With Law. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. Subsethate Liens. Except as permitted by federal Jaw, Borrower shall not allow any flon Inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. Rent Los Vir aurance. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by 'Inform Covenant 5.
  - D. "Borrower's R.m. To Reinstate" Deleted. Uniform Covenant 18 is deleted.
- E. Assignment of Leares, Upon Londer's request, Borrower shall assign to Lender all leases of the Property and all security doposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. Assignment of Rents. Borrower inco iditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's points to collect the rents and revenues and hereby directs each tonant of the Property to pay the rents to Lender or Lender's acents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, For ower shall collect and receive all rents and revenues of the Property as trustee for the banefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all relats received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the (socurity Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Londer's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and he and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Fropt rty before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of cents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. Cross-Default Provision. Borrower's default or breach under any note or agreem int in which Lender has an interest shall be a breach under the Security Instrument and Lendor may Invoke any of the remedies permit of by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

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NICNOLAS GONZALEZ	-Borrowes	MIGUEL GO	NZÄLEZ	-Berrower
Sundalupe Genzalez  maria Somalez	NOT THI HOM	ANGELITA GONZ S DOCUMENT IS EXECU AS MORTGAGOR, BUT S PURPOSE OF EXPRES ESTEAD RIGHTS AND M HEREIN PROVIDED.	TED BY *** SOLEY FOR SLY WAIVING	(Seal) 7
MARIA GONZALEZ				

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