* THIS INSTRUMENT WAS PREPARED BY: FIRST ILLINOIS MORTGAGE CORPORATION 1440 RENAISSANCE DRIVE PARK RIDGE ILLINOIS 60068 LISA MEYER



DEPT-OF RECOMDING тявово тами 7374 об/28/90 10.22.00 11159 4 H = -20-415061 COOK COUNTY RECORDER

-ISpace Above This Line For Recording Dataj-

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 21, ALE. CHALMERS AND ANNE CHALMERS , HUSBAND AND WIFE The mostgagor is

("Borrower"). This Security Instrument is given to PIRST ILLINOIS PINK OF EVANSTON, N.A.

which is organized and existing under the laws of THE UNITED STATES 800 DAVIS STREET EVANSION ILLINOIS 60204

and whose address is

("Lender").

Borrower owes Lender the principal sum of FORTY FOUR THOUSAND SIX HUNDRED AND 00/100

Dollars (U.S. \$ --- 44,600.00---). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not SEPLEMBER 01ST, 2020 This Security Instrument paid earlier, due and payable on 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 Borrower's cov nants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property COOK County, Illinois: located in

Parcel 11

XC-805047-CB Curring

Unit Number 2F in Highland Towers Condominium I as delineated on a survey of the following described real estate:

Part of the Northeast 1/4 of Section 15, Township 4: North, Range 12 the Third Principal Meridian, in Cook County, Illinois; 90418061 Rarige 12 East of

Which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as document 25717875 together with its undivided percentage interest in the common elements.

Parcel 2:

Easement for ingress and egress for the benefit of Parcel 1 as out forth in the Declaration of Easements recorded as document 25717874, in Cook County, Illinoi#.

PINH DOMESTICE

[Zip Code]

8801 GOLF ROAD, #2F

DES PLATNES

[City]

which has the address of

60016 (Street)

Illinois

("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.

904180E1 Form 3014 1283

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT @302 -G(IL) ano≥

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ISOPOH JORED ISIZ Olyen under my hand and official seel, this WIND! 100 ZINL se imprimitant blas sell bottovilge best bert free and voluntary act, for the uses and purposes therein subsatises to the foregoing instrument, appeared before me this day in person, and acknowledged that bersonelly known to me to be the same person(s) whose name(4) WE CHOKER WO WAS CHOKEN HERMO WO MILE mais Things private the a Motary Public in a ... for said county and state, Undereigned County as SIONITII 30 SIVIS BORROWER (Seal) 18W01108 (Seal) BOTTOW81 (Seat) Borrower IT E CHVIMEKS (Seal) and in may rider(s) executed by Borrew or and recorded with it. BY SICHVING BELOW, Borre and agrees to the terms and covenants contained in this Security Instrument Other(s) [specify] Planned Unit Development Rider Craduated 1 ev sest Bilder 1-4 Family Rider X Condominium Rider der in Persenten: Upon acceleration under paragraph 19 or abandonment of the Property and at any time appraise of resemption following judicial sale, Lender (in person, by agent or by judicially appraise) that the cartified to enter upon, take possession of and manage the Property and to collect the rents of manage the Property and to collect the rents of manage the Property and to collect the rents of the receiver shall be applied first to payment of the property and collection of rents, including, but not limited to, receiver's fees, premiums of the Property and collection of rents, including, but not limited to, receiver's fees, premiums and retonary fees, and the Security Instrument.

The payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

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The feesth instrument and agreement of the state state in the recorded together with this state accorded together with this feesth in the fe Upon acceleration under paragraph 19 or abandonment of the Property and at any time many of believed toward phire afth to these blue Accountation, and the sand foreclosure, if the default is not carted on or before the spilon may require immediate payment in full of all sums secured by this Security in any foreclose the payment in full of all sums secured by this Security in any foreclose the factorism by judicial proceeding. Lender shall be entitled the remediar proceeding. Lender shall be entitled the remediar proceeding in the factorism of the factorism o we by judicial proceeding and sale of the Property. The notice shall further inform a acceleration and the right to assert in the foreclosure proceeding the non-existence

me in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless gradus). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) by which the default must be cured; and (d) will on or before the date specified in the instruction of the sums secured will on or before the date specified in the instruction of the sums secured.

dies. Londor shell give notice to Borrower prior to acceleration following Borrower's breach

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

If Lender required mort age usual age is a condition of a sking the load of culcody this Security Instrument, Borrower shall pay the premium required to mai tain the insurance in effect and 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 entries 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 notice 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 due date 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 amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be regained to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise processor of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waive, of or preclude the exercise of any right or remedy.

11. Successors and Assigns Sound; Joint and Several Liability; 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 and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay 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 accommodations with regard to the terms of this Security Instrument or the Note without that Borrower', consent.

12. Loan Charges. If the loan secured by this country instrument is subject to a law which sets maximum loan charges, and that 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 they phoose 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 or 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 by paragraph 19. If Lender exercises this option, Lender shall take the 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 Lend(r 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 federal law rand 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 this 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 Borrower. 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, require 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: (a) 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 judgment 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 no 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 paragraphs 13 or 17.

'nuamy ad with it trest, upor rotics for Lender to Borrower requesting the date of disbursement at the Nors a cand shall be pay Security instrument, Unites Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Any amounts disbursed by Lander under this paragraph 7 shall become additional debt of Borrower secured by this

to ob ot even from Lender does not have to do so.

in court, paying resconable attorneys, tees and entering on the Property to make repairs. Although Lender may take action Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing

Lender may do and pay for whatever is necessary to project the value of the Property and Lender's rights in the Property. in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then egreements contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights

7. Protection of Lender's Rights in the Property; Morigage Insurance. If Borrower (ails to perform the covenants and thall not merge unless Lender agrees to the merger in writing. shall comply with the provisions of the lease, and it Borrower acquires fee title to the Property, the leasehold and fee title

the Property, silow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change

instrument immediately prior to the acquisition.

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

Unices Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or notice is given.

erty or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period vii. Jegin when the to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Proprower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered applied to the sums secured by this Security Instrument, whether or not then due, with any excess rain to Borrower. If Borrestoration or repair is not economically feasible of Lender's security would be lessened, the read proceeds shall be of the Property damaged if the restoration or repair is comomically feasible and Lender's readily is not lessened. If the

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be arplied to restoration or repair Lender. Lender may make proof of loss if not made prompily by Borrower. of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt netice to the insurance carrier and

shall have the right to hold the policies and renewals. If Lender requires, Borrow et shall promptly give to Lender all receipts All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender providing the insurance shall be chosen by Borrower subject to Lender's ap noval which shall not be unreasonably withheld.

against loss by fire, nazards included within the term. extended coverage, 's ad any other hazards for which Lender requires. The insurance carrier

5 Hatastel Insurance, Bottower shall keep the improvements no veniating or hereafter erected on the Property insured the iten. Borrower shall satisfy the tien or take one or more of the acut its set forth above within 10 days of the giving of notice. is subject to a tien which may attain priority over this Security instrument, Lender may give Borrower a notice identifying satisfactory to Lender, subordinating the lien to this Security Instrument. If Lender determines that any part of the Property the enforcement of the lien or forfeiture of any part of the P. crafty; or (c) secures from the holder of the lien an agreement the ilen by, or defends against enforcement of the lien in the lengs which in the Lender's opinion operate to prevent in writing to the payment of the obligation secured by ne lien in a manner acceptable to Lender; (b) contests in good faith Borrower shall promptly discharge any lien which its priority over this Security instrument unless Borrower: (a) agrees

the payments. under this paragraph. If Borrower makes these pays, lents directly, Borrower shall promptly furnish to Lender receipts evidencing time directly to the person owed payme it. Fortower shall promptly furnish to Lender all notices of amounts to be paid pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on

ty which may attain priority over this & critity instrument, and leasehold payments or ground rents, if any. Borrower shall 4. Charges; Liens, Borrowe. 5. all pay all taxes, assessments, charges, fines and impositions attributable to the Properto amounts payable under parago ph 2; fourth, to interest due; and last, to principal due.

I and 2 shall be applied: first, to is te charges due under the Note; second, to prepayment charges due under the Note; third, 3. Application of Paymen to Uniess applicable law provides otherwise, all payments received by Lender under paragraphs

tion as a credit agains, the sums secured by this Security Instrument. immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of applica-

Funds held by Len at all under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than Upon paymer alrain of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

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

of the Funds he a by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount Bortower's opion, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the .instrument.

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

The Funds shall be field in an institution the deposits or accounts of which are insured or guaranteed by a federal or and reasonable estimates of future escrow items. premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data payments or ground tents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance twelth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-

2. Funds for Laxes and insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to cipal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. I. Paymest of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the prin-UNIFORM COVENANTS. Bottower and Lender covenant and agree as follows:

N CONTOMINHAM RIDER R

21ST THIS CONDOMINIUM 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

FIRST ILLINOIS BANK OF EVANSTON, N.A.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

8801 GOLF ROAD, #2F DES PLAINES ILLINOIS 60016

[Property Address]

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

HIGHLAND TOWERS CONDOMINIUM I

[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.

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

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Document. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) 53-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and a essments 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 "extended coverage," then:
- (i) Lender waives the pro isjor in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazara insurance on the Property; and
- (ii) Borrower's obligation under Uni orm 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 hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds, any proceeds, any able to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrumera, 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 in form, amount, and extent of coverage to Lender.

 D. Condemnation. The proceeds of any award or claim for famages, 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 as igned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except 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 Condominium Project, exempt 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 emment domain;
- (ii) any amendment to any provision of the Constituent Documents if the recuision is for the express benefit of Lender;
 - (iii) termination of professional management and assumption of self-management of the Owners Association;

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

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lenvier 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 interes 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 Condominium Rider.

(Scal) -Dorrower ANNE CHALMERS (Scal) -Borrower (Seal) -likerowes

(Sign Original Only)



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FIRST HILIBRIE BANK OF EVANSTON, W.A.

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