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COOK COUNTY, ILLINOIS
RECEIVED RECORDS

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THE TERMS OF THIS LOAN CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY
MORTGAGE 6878680

RECEIVED COOK COUNTY CLERK'S OFFICE NOV 10 1990
THIS MORTGAGE ("Security Instrument") is given onNOVEMBER 2.....
19.90.... The mortgagor is ..STUART.. HERSHMAN.. &.. LESLEY.. J.. HERSHMAN.., MARRIED.. TO.. EACH.. OTHER..
..... ("Borrower"). This Security Instrument is given to WINDSOR.....
MORTGAGE... INC... ITS SUCCESSORS AND/OR ASSIGNS....., which is organized and existing
under the laws of the State of Illinois....., and whose address is 999 WADKEGAN
ROAD, GLENVIEW, IL, ILLINOIS, 60025..... ("Lender").
Borrower owes Lender the principal sum ofTWO HUNDRED THIRTY-FOUR THOUSAND FOUR HUNDRED FIFTY AND NO/1.....
Dollars (U.S. \$.....134,450.00...). 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
paid earlier, due and payable onDECEMBER 1, 1997..... 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 Borrower's covenants 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
located inCOOK..... County, Illinois:

LOTS 25 AND 26 IN BLOCK 3 IN E. T. PAUL'S SECOND ADDITION TO WILMETTE, BEING
A SUBDIVISION OF THE EAST 13.04 ACRES OF THE SOUTH 1/2 OF FRACTIONAL SOUTHEAST
1/4 WEST OF THE RAILROAD OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF
THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 6.34 CHAINS), IN COOK COUNTY,
ILLINOIS.

PIN: 05-28-415-020



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which has the address of1530 WALNUT....., WILMETTE.....
[Street] [City]
Illinois60091..... ("Property Address");
[Zip Code]

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.

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Country Public
Library Board

An official seal of Skirtmous, featuring a circular design with the word "OFFICIAL" at the top, "SKIRTMOUS" in the center, and "SEAL" at the bottom. The seal is surrounded by a decorative border.

... 96 ... NOVEMBER 1949 ... 97 ... Writings my hand and officially seal this day of

(the, she, they)

5495.....executed said instrument for the purposes and uses herein set forth.
(Ht., here, there)

The Undiscovered Country

STATE OF ILLINOIS
COURT OF APPEALS
CLERK'S OFFICE

WINDSOR MORTGAGE INC.
999 WACKER ROAD
CHICAGO, ILLINOIS 60025

<p>20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judiciable appointment of 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 management fees, costs of maintenance of the Property and reasonable attorney fees, and then to the sums received by this Security instrument.</p> <p>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.</p> <p>22. Waiver of Foreclosure. Borrower waives all right of homestead exception in the Property.</p> <p>23. Waiver of Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement this Security instrument, the coverings and agreements of each such rider as if the rider(s) were a part of this Security instrument. [Check applicable box(es)]</p>	<input checked="" type="checkbox"/> Other(s) [Specify] BALLOON RIDER
<p><input type="checkbox"/> Graduated Payment Rider</p> <p><input type="checkbox"/> Planned Unit Development Rider</p> <p><input type="checkbox"/> Family Rider</p> <p><input type="checkbox"/> Conditional Rider</p> <p><input type="checkbox"/> Adjustable Rate Rider</p>	<p>2-4 Family Rider</p>

19. **Non-Confidential Information**. Lender shall give notice to Borrower prior to acceleration of any obligation in this Security Interest (but not prior to acceleration under paragraph 13 and 17 below) of any specific debt now provided otherwise; (a) the section required to cure the debt; (b) the notice shall specify; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the debt must be cured; and (d) the failure to cure the debt or before the notice is given to Borrower, by which the debt must be cured; (e) the notice shall specify; (f) the section required to cure the debt; (g) the notice shall specify; (h) the section required to cure the debt; (i) the notice shall specify; (j) the notice shall specify; (k) the notice shall specify; (l) the notice shall specify; (m) the notice shall specify; (n) the notice shall specify; (o) the notice shall specify; (p) the notice shall specify; (q) the notice shall specify; (r) the notice shall specify; (s) the notice shall specify; (t) the notice shall specify; (u) the notice shall specify; (v) the notice shall specify; (w) the notice shall specify; (x) the notice shall specify; (y) the notice shall specify; (z) the notice shall specify.

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If Lender required mortgage insurance as a condition of making the loan 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 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 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 or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; 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's consent.

12. Loan Charges. If the loan secured by this Security 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 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 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 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 federal law 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 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.

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Any amounts disbursed by Lender under this paragraph / 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.

under this paragraph, Lender does not have to do so.

7. **Perfection of Lender's Rights in the Property:** Mortgagor fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding filed against him/her in bankruptcy, probate, for condemnation or to enforce laws or regulations, then in the property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations) may be taken by the lender to protect his/her interest in the property until such time as the property is sold or otherwise disposed of.

6. Preservation and Maintenance of Property; Leasesholds. 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.

Units Lessee Lessor and Borrower 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 the payments if under Paragraph 19 the Property is acquired by Lessor, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to the extent of the sums secured by this Security instrument immediately prior to the acquisition.

entry or to pay sums secured by this security instrument, whether or not such entry notice is given.

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 is lessened, if the sums secured by this Security instrument would be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance has failed to settle a claim, then Lender may collect the insurance proceeds to replace or restore the Prop-

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.

Borrower shall promptly discharge any debt or liability over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by this instrument acceptable to Lender; (b) consents in good faith to the addition of any debt or liability to the instrument acceptable to Lender; or (c) secures from the Lender or from friends or relatives of the Lender or from any other party of the Lien or forfeiture of any part of the Property; or (d) satisfies to the Lender's satisfaction the lien to this Security Interest in its discretion. If Lender may give Borrower a notice to a Lien which may attach prior to the filing of the instrument, Lender may give Borrower a notice identifying the subject to a Lien or take one or more of the actions set forth above within 10 days of the giving of notice. 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. **Second 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. This instrument shall be subordinate to the Lien of the Second Lien instrument. Lender may give Borrower a notice to a Lien which may attach prior to this instrument. Lender may give Borrower a notice identifying the subject to a Lien or take one or more of the actions set forth above within 10 days of the giving of notice. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

All insurance policies and renewals shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld. Providing the insurance shall be the responsibility of the Borrower and shall include a standard mortgage clause. Lender

under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. **Chattels:** Lessor, Borrower shall pay all taxes, 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

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

Accessories to the leasehold interest in full or in one of the properties 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 of the Property is sold or acquired by Lender, any Funds held by Lender at the time of application immediately prior to the sale of the Property or its acquisition by Lender, and Lender shall remain liable for the amount of any deficiency.

Funds held by Lender, if under Paragraph 19 of the Property is sold or acquired by Lender, any Funds held by Lender at the time of application as a credit against the sum 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

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, unless Lender is entitled to make such a charge. A charge assessed by Lender pays Borower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender pays Borower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender pays Borower interest on the Funds and applicable law permits Lender to make such a charge.

(whether or not the day following payables are due under the note), when the notes is paid in full, a sum of \$1,000,000,000, plus interest at the rate of 12% per annum, plus attorney's fees and costs of collection, if any.

of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this **2ND** day of **NOVEMBER**, 19 **90**,
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to **WINDSOR MORTGAGE INC, its successors and/or its assigns**

(the "Lender")

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

1530 WALNUT, WILMETTE, IL 60091

[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of **DECEMBER 1, 20 20**, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) I.e., against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me reasonable fees and the costs associated with exercising the refinance option.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

Stuart Hershman _____ (Seal) _____ (Seal)
STUART HERSHMAN _____ -Borrower _____ -Borrower
Lesley J. Hershman _____ (Seal) _____ (Seal)
LESLEY J. HERSHMAN _____ -Borrower _____ -Borrower
[Signature] _____ (Seal) _____ (Seal)
/Sign Original Only