90022093

THIS INSTRUMENT WAS PREPARED BY: HELEN DEANOVICH

One North Dearborn Street

Chicago, Illinois 60602

CITICORP SAVINGS'

MORTGAGE



Corporate Office

One South Dearborn Street Chicago, Illinois 60803 Telephone (1 312 977 5000)

LOAN NUMBER: 010029646

THIS MORTGAGE ("Security Instrument") is given on December 27

1989 . The mortpager is (ALBERTO ARALUO and ELVIA ARALUO, his wife

("Borrower"). This Security Instrument is given to Citicorp Savings of Illinois, A Federal Savings and Loan Association, which is organized and existing unifor the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 80803 ("tiender"). Horrower owns Lender the principal sum of FIFTY FIVE THOUSAND AND 00/100-Dollars(U.S.\$55,000.00). This debt is evidenced

by Borrower's note dated the same date as this Sucurity Instrument ("Note"), which provides for monthly payments, with the full clebt, if not paid earlier, due and payable on January 1, 2020

This Security Instrument secures to Londer: (1) 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 the prover's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby most prize, great and convey to Lender the following described property located County, Illinois:

SOUTH HALF OF LOT TEN (10) AND LOT ELE (EN (11) IN BLOCK NINE (9) IN HART L. STEWART'S SUBDIVISION OF THE SOUTHWEST \mathbb{Q}^2 ARTER (1/4) OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. # 19-01-304-030

Clort's Origin RECORDING \$16.00 THAN 2489 01/16/90 13:17:00 DEFI-UL RECORDING #371 # D #--90--022093 CHOR COUNTY RECORDER

90022093

which has the address of

4324 S. SACRAMENTO AVE.

CHTCAGO [Gnyl

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("Property Addross");

Illinois 60632

[29-Code]
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, apportunances, 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 Borrowor is lawfully seisod of the estate hereby conveyed and has the right to mortgage, grant and convoy 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.

ILLINOIS - Bingle Family - FHMAFFILMC UNIFORM INSTRUMENT

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UNIFORM COVENANTS by own and render coverage and agree at follows 12

t, Payment of Principal and Interest, Propayment and Charles. Borrown shall promptly pay when the the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds 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 mone or more payments as required by Lender.

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

3. Application of Paymes 2 Deless applicable law provides otherwise, all payments received by Londer under paragraphs 1 and 2 shall be applied; first, to lear harges 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.

4. Charges; Lieux. Borrower shall ray all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security extrument, and leasehold payments or ground rents, if any. Borrower shall pay those 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 promotly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Horower shall promptly discharge any lien was t, and priority over this Security instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by vir. Ven in a manner acceptable to Londer; (b) contests in good faith the lien by, or defends against enforcement of the lien in, leg if proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfolture of any part of the Property or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Horrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", or very other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the period (Part Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval; which shall not be unreasonably withhold.

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 presently give to Londer all receipts of paid premiums and renewal notices. In the event of loss, Horrower shall give prompt notice to (be 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 liasible and Lendor's security is not lessened. If the restoration or repair is not economically liasible or Lendor's security would be lessened, the insurance proceeds she like 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 carrier has offered to sold a lender may use the proceeds to repair or restore the Property or to gay sums secured by Security Instrument, whether or not then due. The 30-day period will begin when the notice is give:

Unless Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not oxign or postpone the due date of the monthly payments referred to in paragraphs 1 and 3 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.

8. Preservation and Maintenance of Property; Lauseholds. Becrower shall not destroy, damage or substantially change the Property, allow the Property is deteriorate or commit waste. If this Security Instrument is on a kanehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires for title to the Property, the leasehold and for title shall not merge values Lander agrees to the merger in writing.

7. Protection of Lander's Rights in the Proporty; 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 bankraptcy, probate, for condemnation or to enforce has 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 summercured by a lien which has primity over this Security Instrument, apparaing in court, paying remonable attorneys' free and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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Cook County Clark's Office

If Lender required mortgage insernace as a condition of operals the load 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.

Loan Number:

010029646

8. Inspection. Lender or its agent may make reasonable entires upon and inspections of the Property. Lander 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 Leader 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 fulls to respond to Lender within 30 days after the date the notice is given, Lender is notherized 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. Borrows. Not Released; Forbearance By Lendor Not a Waiver. Extension of the time for payment or modification of accordination of the sums secured by this Security Instrument granted by Lendor to any successor in interest of Borrower shall not be required to release the liability of the original Borrower or Borrower's successors in interest. Lendor shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modifical mortization 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 forebearance by Lendor in exercising any right or remedy shall not be a waiver of or presty do the exercise of any right or remedy.
- 11. Successors and Assign fround; Joint and Several Liability; Co-Signors. The covenants and agreements of this Security Instrument shall bind and conelit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenantation, agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note. (e) in 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 accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 12. Loun Charges. If the loan secured by this be arrived 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 (i) 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. Londor may those to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a related reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 13. Legislation Affecting Lander's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforce able according to its terms, Lender, at its option, may require immediate payment in fall of all sums secured by this Security Instrument and may invoke any remodies permitted paragraph 19. If Lander 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 Lander. Any rotice to Lander shall be given by first class mail to Lander's address stated heroin or any other address Lander designates by rotice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lander when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal Lay, end 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 Borower 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 foderal law as of the date of this Security Instrument.

If Landor exercises this option, Lander 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, Lander may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

th. Borrower's Right to Roinstate. 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 judgement enforcing this Security Instrument. Those conditions are that Horrower: (a) pays Lander all sams 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 sams secured by this Security Instrument shall continue unchanged. Open reinstatement by forrower, 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 purngraphs 13 or 17.

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The County Clark's Office

Loan Number: NON UNIFORM COVE

Accularation; Ramadies, Limitar shall give notice to Herrower prior to secularistics following Borrower's breach of any coverient or agreement in this Security Instrument (but not prior to acceleration under persignaple 15 and 17 unless applicable law provides otherwise.) The notice shalf specify: (a) the default; (b) the setion required to cure the default; (c) a date, not tess than 30 days from the date the notice is given to Herrower, 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 accured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrowar of the right to rematate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Herrower to acceleration and foreclesure. 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 forecless this Security Instrument by judicial proceeding. t under shall be entitled to collect all expenses incurred in persuing the remedies provided in this paragraph 19, including, but not briefed to, resecrable atterruys' fees and costs of title evidence.

Lander in Passession. Upon acceleration under paragraph 19 or abandonnent of the Property and at any time prior 20 to the expiration of any period of redemption following judicial sale, Londor (in parson, 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 Lender 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, pruniums on receiver's bonds and researable intomoya' loos, and then to the sums secured by this Security firstrument.

21. Ralasso. Upon payment of all some secured by this Security Instrument, Londor shall release this Security Instrument without charge to Norrower. Borrower shall pay any recordation costs.

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

Ridges to this Security Instrument. If one or more ridges are executed by Berrower and recorded together with this Sucurity Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the devenants and agreements of the Security Instrument as if the rider(s) were a part of this Security Instrument. [Check appicable box(08);

Condominium Rider

| Graduated Payment Rider Planned Unit Development Rider |
|--|
| [K] Other(a) (apocity) 1-4, TAMILY RIDER |
| SEE RIDERS ATTICHED HERETO AND MADE A PART HEREOF |
| BY SIGNING BELOW, Borrower accepts and agrees to the forms and covenants contained in this Security Instrument and in any |
| albert accept the solution of the control of the co |
| ALBERTO ARALJO BOY DWO! ELVIA ARALJO (BOYOWO) |
| |
| -Borrower -Borrower |
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| STATE OF ILLINOIS, County &c. |
| I, THE UNDERSTONED, a Notary Public in and for said county and state, do |
| horoby cornly that ALBERTO ARALUO and ELVIA ARALUO, his wife |
| , personally known to me to be thu same Person(s) whose name(s). |
| subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they |
| signed and delivered the said instrument astheir free and voluntary set, for the uses and purpos is increm set forth. |
| Given under my hand and otheral seal, this 27 b day of DECOASER , 10 99 |
| My Conumission expires: \$/22/91 |
| RONALD R. JONES |
| NOTARY PUBLIC, STATE OF ILLINOIS } |
| MY COMMISSION EXPIRES 8/22/91 (Spanse thaline Thin Circle Flamental For Condon and Flocordar) |

BOX #165

2-4 Family Ridor

Adjustable Hate Rida

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Don't Of County Clerk's Office

1-4 FAMILY RIDERNOFFICIAL COPY CITICORPO (Assignment of Rents) OFFICIAL COPY CITICORPO

010029646

Gorpaiste Office One Bouth Dearborn Bree Chicago, Illinois 60603 Telephone (1 312) 977-8000

THIS 1-4 FAMILY RIDER is made this 27TH day of DECEMBER , 1989 , 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 Citicorp Savings of Illinois, A Federal Savings and Loan Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 4324 S. SACRAMENTO AVE.

CITICAGO, ILLINOIS 60632

(Property Address)

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower 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 hits 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. Subordingle Liens. Except as permitted by Indertif law, Borrower shall not allow any lien interior to the Security Instrument to be periodical against the Property without Lender's prior written permission.
- C. Rent Loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - D. "Borrower's Right Tr Reinstate" Deletad, Uniform Covenant 18 is deleted.
- E. Assignment of Leaser Opon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits 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 in 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 teasehold.
- F. Assignment of Rents. Borrower inconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rants to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument. Security Instrument of collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of ronts constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Sorrower: (i) all rend received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security 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 Lender's agent on Lender's written demand to the tenant

Borrower has not executed any prior assignment of the rents and his lot 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 Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time time to be 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 rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

By Signing BELOW. Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

ALBERTO ARAUJO (Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

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