WHEN RECORDED MAIL TO

LOAN AMERICA FINANCIAL CORPORATION

9100 OAK LANE

MIAMI LAKES, FL 33016

LOAN NUMBER: 50-505412-7

91580563

-{Space Above This Line For Recording Data}-

MORTGAGE

THIS MORTG AGE ("Security Instrument") is given on

OCTOBER 25TH , 1991

The mortgagor is

ANTHONY LOURAS & SANDRA LOURAS, HIS WIFE

("Borrower"). This Security Instrument is given to

LOAN AMERICA FINANCIAL CORPORATION
which is organized and existing under the laws of FLORIDA
8100 OAK LANE, MIAMI LAKES, FL 33016

, and whose address is

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED THIRTY EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100

Dollars (U.S. \$ 138,750.00). This deet's 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 of NOVEMBER 1ST, 2006 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 in COOK

County, Illinois:

LOT 62 IN ZEMON'S CAPITOL HILL SUBDIVISION IN UNIT NUMBER 4, BEING A SUBDIVISION OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, ELST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN #08-24-413-017

DEPT-01 RECORDINGS \$17.50 T\$1111 TRAN 8128 11/05/91 13:51:00 \$5004 \$ A *-91-580563 COOK COUNTY RECORDER

91500503

which has the address of 1516 PENNSYLVANIA AVE.
(Street)

DES PLAINES [City]

Illinois

60018 [Zip Code] ("Property Address");

ILLINOIS -- Single Family -- Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

MFIL9141-04/91

17 50

Form 3014-9/90 (page 1 of 6 pages)
Great Lakes Business Forms, Inc.
To Order Call 1-800-530-9393
FAX 616-791-1131:

Enem 2014 May (botte 5 of 6 police)

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Books or though, for which Lender requires insurance, This insurance shall be maintained in the amounts and Property innered against loss by fire, hazards included within the term "extended coverage" and any other hazards including and or frequenty languages. Borrower shall keep the improvements now extaining or heresiter exected on the

minty the lies or take one or more of the actions set forth above within 10 days of the giving of notice. m priority over this Security Instrument, Lendersmay give Borrower a notice identifying the lien. Borrower and here to this Security Institution. If Lender determines that any part of the Property is subject to a lien out the unforcement of the lient, or (c) accures from the holder of the lien an agreement satisfactory to Lender the tien by, or defends against enforcement of the tien in, legal proceedings which in the Lender's opinion operate to in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith Bossower shall promptly discharge any best which has priority over this Security Instrument unless Bostower (a) agrees CARGORERUS SHE DANAMICUES:

meter this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts since derectly to the persons owed payment florrower shall promptly furnish to Lender all notices of amounts to be paid me pay shore obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on Property which may strain priority over this Security Instrument, and least-hold payments or ground rents, if any, Borrower Charges: Lieux, Borrower shall pay all taxes, assessments, charges, fines and impositions antibutable to the

paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note. paragraphs 1 and 2 shall be applied: first to any propayment charges due under the Note; second, to mounts payable under

3. Application of Payments. Unless applicable law provides otherwise, all payments marived by Lender under SCHOOL BY Shin Society (RESTURIOR

arms of the Property, thail apply any Funds hold by Lender at the time of acquisition or acquisition as a credit against the sums French badd by London perspraysh 21. London schall acquire or sell the Property. London, prior to the acquisition or Upon payment in full of all agests accured by this Security Instrument, Lender shall promptly refund to Borrower any

deficiency is no more than twelve monthly payments, at Lender's sole discretion. such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the Leader at any time is not sufficient to pay the Escrow stems when due, and it may so notify Borrower in writing, and, in Bostower for the excess Funds in accontance with the requirements of applicable law. If the amount of the Funds held by

If the Funds held by Lender exceed the amounts permitted to a spolicable daw, Lender shall account to society by this Society Instrument.

and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums Londer shall give to Borrower, without charge, an annual ecco intings of the Funds, showing credits and debits to the Funds or cornings on the Frence, Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. concent is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest se tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an her to make such a charge. However, Lentur may require Borrower to pay a one-time charge for an independent real account, or verifying the Escrow lients, unies of ender pays Borrower interest on the Funds and applicable law permittethe Eacrow licens, Lender may not charge Bor 2 ver for holding and applying the Funds, annually analyzing the escrove (methoding Londer, if Londer is such an institution) or in any Foderal Home Loss Bank, Lender shall apply the Funds to pay The French should in an arranging above deposits are insured by a federal agency, insuranchiality, or entity-

researable originates of expectations; A future Escrow fiems or otherwise in accordance with applicable law. Dates and the lessor around Lender may estimate the amount of Funds due on the basis of current data and another have the applies to use I unds sets a lesson amount. It so, Lender may, at any time, collect and hold Funds in an Session ("RESPA"), united to united to united to united to U.S.C. § 2601 et seq. ("RESPA"), unitess. at a leader for a fe detaily related mongage foan may require for Borrower's escrow account under the federal Real. A we are called The ow thems." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum London, in according the provisions of paragraph 8, in lieu of the payment of mongage trausmos premiums. These were bear of such; (c) Acardy montestic meanance becaming, if any; and (f) any sums payable by Borrower to manufacture (come on the Broberty, it suit; (c) yearly hazard or property insurance premiums; (d) yearly flood meets and accounts which may attain peroraty over this Security instrument as a tien on the Property (b) yearly leasthold to Leader on the they securify payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly I Funds for Coxes and Snow sace. Subject to applicable law or to a written wolver by Lender, Borrower shall pay

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. E. Prymoust of Principal and Interest; Prepayment and Late Chargen. Borrower shall promptly pay when due the IMBORN COAENVALZ BOLLONCE and Trange CONCERN and agree as lollows:

inning variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform coverants for majoral use and non-uniform coverants with

DISCORD TO SOCIALISM

Bernomer warrants and will defend generally the title to the Property against all claims and demands, subject to any page, great and convey the Property and that the Property is unencumbered, except for encumbrances of record, BOBBOARES CONENVIALE for BOLLOMAL TO DIMENTIAN SCIENCE OF THE CRISIC HOLEPY COUNCINCE SUR USE THE LIBERT TO

MA All of the foregoing is referred to in this Security Instrument as the "Property." formers now on hereafter a part of the property. All replacements and additions shall also be covered by this Security TOCETHER WITH all the improvements now or hereafter erected on the property, and all essentents, appurentees,

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for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 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 carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice proceeds.

Unless Leader 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 the payments. If under paragraph 21 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 process the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of compancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating excumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, all with Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Londer's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to a crace-entations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasthold, Borrower shall comply with all the provisions. of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Troperty 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 automeys' fees and entering on the Property to make repoirs. 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 BOLOVICE 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 Linder to Borrower

ozujestine payment

- 8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. 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.
 - 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

(COLD) PIRCEL MILL

18. Borrower's Right to Remainte. If Borrower meats centain conditions, Borrower shall have the right to have carlier of: (a) 5 days (or such other period as calcument of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as (colod 9 fo y slod): 06/6 \$100 minu.d. II Bottower meets centing conditions, Bottower shall have the right to have

remodies permined by this Security Instrument without further notice or demand on Borrower.

this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any to the test from the date the notice is delivered or mailed within which Borrower must pay all sums secured by If Londor exercises this option. Lender shall give Borrower notice of acceleration, The notice shall provide a period of the date of this Security Institution!

the Society Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of welcour Lendes's price written consent. Lender may, at its option, require immediate payment in full of all sums secured by is a sold or unselected (or it a beneficial inserest in Borrower is sold or transferred and Borrower is not a natural person) 17. Transfer of the Property of a Beneficial Interest in Borrower. If all or any part of the Property or any interest

16. Berroner's Copy Borrower shall be given one conformed copy of the Note and of this Security Instrument.

can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument of the Note which parametrium as which the Property is located in the eventilitat any provision or clause of this Security instrument or the Note 15. Coverable Law Severability. This Socurity Instrument shall be governed by sederal aw and the law of the

provided for in this Security Institution, shall be deemed to have been given to Borrower or Lader when given as provided Term class ment to Lender's arteress search berein or any other address Lender designate. By notice to Borrower. Any notice Property Address of any other actives Borrower designates by notice to Lender. Any voluce to Lender, shall be given by a by fara class mail unless amplicable law requires use of another method The notice shall be directed to the 14. Notices. Any notice to Borrower provided for in this Security Instantage to given by delivering it or by Sechember charge mader the Note.

a desect payment to Borrower II a refund reduces principal, the reduction will be treated as a partial prepayment without any relanded to Borrower. Lender may choose to make this refund by reducing to a principal owed under the Note or by making the charge to the permutated lumin and (b) any sums abready collected from 3 orrower which exceeded permitted limits will be the loss exceed the permitted limits, then: (a) any such loan car its shall be reduced by the uncount necessary to reduce charges, and that have a finally uncapacted so that the interest or off. I can charges collected or to be collected in connection 13. Lonn Charges. It the bean secured by this Security Instrument is subject to a law which sets maximum foun

forbest or marke any accommodations with regard to the terms of this Security Instrument or the Note without that some secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, Borrower's inserent in the Property under the terms of this Security instrument; (b) is not personally obligated to pay the instructor the does not execute the Note: (a) is to signing this Security instrument only to morigage, grant and convey that paragraph 17 Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Security Insurances shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of not be a warver of or preclude the exercity any right or remedy. The covenants and agreements of this

original Borrower or Borrower is success in interest. Any forbearance by Lender in exercising any right or remedy shall otherwise modify amortization of the secured by this Security Instrument by reason of any demand made by the half not be required to connidered proceedings against any successor in interest or refuse to extend time for payment or of Borrower shall not operate to "clease the liability of the original Borrower or Borrower's successors in interest. Lender modelication of encentration of the sums seemed by this Seemily Instrument Branch by Lender to any successor in interest

pone the due date of the morthly payments referred to in paragraphs I and 2 or change the amount of such payments. London of principal shall not extend or and accured by a L Security instrument, whichier or not then the

Leader is suther and apply the proceeds, at its option, either to restoration or repair of the Property or to the an award or scube a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, If the Property is abundaned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make

utherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums Property insmediately before the taking Any balance shall be paid to Borrower, in the event of a partial taking of the fraction: (a) the total amount of the sums seemed immediately before the taking, divided by (b) the fair market value of the the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following secured by this Security Instrument immediately helore the taking, unless Borrower and Lender otherwise agree in writing, which the far market value of the Property immediately before the taking its equal to or greater than the amount of the aums learnessed, whether or not then due, with any creess paid to Borrower, in the event of a partial taking of the Property in In the event of a rotal using of the Property, the proceeds shall be applied to the sums secured by this Security

meter or other meing of any part of the Property, or for conveyunce in tieu of condemnation, are hereby

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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 as if no acceleration had 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 paragraph 17.

19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice

will also contain any other information required by applicable law.

20. Hazarious Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and a maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has a small knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other en ediation of any Hazardous Substance affecting the Property is necessary, Borrower

shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazarde as S ibstances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products; toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law metas federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental prefection.

NON-UNIFORM COVENANTS. Borrower and Lend it fu ther covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following. Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 saless applicable taw provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less 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 Borrower of the right to reinstate after occeleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other ociense 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. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. 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.

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

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