

# UNOFFICIAL COPY

92-184492

PREPARED BY:  
TODD H. SEYI  
SKOKIE, IL 60077

APR 2 1992 92-184492

92-184492

RECORD AND RETURN TO:

LASALLE TRAVEL BANK FSB  
19000 SKOKIE BOULEVARD  
SKOKIE, ILLINOIS 60077

ATTENTION: TODD H. SEYI

SEARCHED INDEXED SERIALIZED FILED

## MORTGAGE

310874-7

THIS MORTGAGE ("Security Instrument") is given on APRIL 9, 1992  
SUKHESHA PATEL, WIDOW

The mortgage is

92-184492

("Borrower"). The Security Instrument is given to  
LASALLE TRAVEL BANK FSB

which is organized and existing under the laws of  
address is 4242 NORTH HARLEM  
HORNIDGE, ILLINOIS 60634  
ONE HUNDRED THOUSAND  
AND 00/100

which date 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 on MAY 1, 2007  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all premiums, escrow fees 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

County, Illinois.  
realized property located in COOK  
LOT 3 IN BLOCK 'C' IN KUNTZE'S HIGH RIDGE KNOLLS UNIT NUMBER 1, BEING A  
RESUBDIVISION OF PART OF LOT 10 OF THE OWNER'S SUBDIVISION OF SECTION  
11, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR  
OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL 1, 1959, AS DOCUMENT  
NUMBER 1852433.

08-13-401-009

\* being rerecorded to de registrant  
CET

which has the address of 167 WEST MILLERS ROAD, DEB PLAINES  
ILLINOIS 60016 ("Property Address").

ILLINOIS Single Family Home Freddie Mac Uniform Mortgag  
LOAN IDENTIFICATION NUMBER: 10000017701  
SERIAL NUMBER: 10000017701

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100% of the value of the property or interest in the property held in the jointure, and all easements, rights-of-way, and  
tenants-in-common, hereinafter referred to as "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 seized 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** contains uniform covenants for standard use and non-uniform covenants with limited  
variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS**. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the  
principal and interest on the debt evidenced by the Note and any prepayments and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to  
Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes  
and assessments which may affect property over this Security Instrument as a tax on the Property; (b) yearly household payments  
or ground rents on the Property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,  
if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with  
the provisions of paragraph 8, as less as the amount of mortgage insurance premiums. These items are called "Borrower Items."  
Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally  
related mortgage loan may require for Borrower's account under the Federal Real Estate Settlement Price Act of  
1974 as amended from time to time (12 U.S.C. Section 2021 et seq. ("FRSIPA")), unless another law that applies to the Funds  
sets a lower amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.  
Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenses as of future  
Borrower Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution where deposits are insured by a federal agency, notwithstanding, or except  
excluding Lender, if it is such an institution or is any Federal Home Loan Bank. Lender shall apply the Funds to pay the  
Borrower Items. Lender may not charge Borrower for holding and applying the Funds, normally certifying the reasonableness, or  
verifying the Borrower Items unless Lender pays Borrower interest on the Funds and applicable law permits. Lender is not liable for such  
a charge. However, Lender may require Borrower to pay a one-time charge for an unperfected real estate tax reporting error  
caused by Lender in connection with this item, unless applicable law provides otherwise. Unless an agreement is made or  
applicable law requires otherwise to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds.  
Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower,  
without charge, an annual 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amount a permitted to be held by applicable law, Lender shall account to Borrower  
for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any  
time is not sufficient to pay the Borrower Items when due, Lender may instantly Borrower as witness, and, in such case Borrower  
shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than  
twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly release to Borrower any  
Funds held by Lender. If, under paragraph 21, Lender shall evict or sell the Property, Lender, prior to the eviction or sale  
of the Property, shall apply any Funds held by Lender at the time of eviction or sale as a credit against the amounts secured  
by this Security Instrument.

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

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, dues and impositions attributable to the Property  
which may take priority over this Security Instrument, and household payments or ground rents, if any. Borrower shall pay  
these obligations in the manner provided in paragraph 2, or if not paid at the time, Borrower shall pay them on their directly  
to the person named payment. Borrower shall promptly 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 certifying the payment.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in  
writing to the payment of the obligation covered by the lien in a manner acceptable to Lender, (b) creates or good faith the lien  
by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the  
enforcement of the lien, or (c) receives from the holder of the lien an agreement satisfactory to Lender acknowledging the Note as  
the Security Instrument. If Lender determines that any part of the Property is subject to a lien which may have priority over  
this Security Instrument, Lender may give Borrower a notice discharging the lien. Borrower shall satisfy the lien or take one or  
more of the actions set forth above within 30 days of the giving of notice.

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Lender shall keep the insurance documents relating to the other covered in the  
Borrower against loss by fire, hazards included within the terms of the security instrument, and other hazards, including  
flood or flooding, for which it makes arrangements. The insurance shall be maintained in the amounts and for the periods  
that Lender requires. The cost of maintaining the insurance shall be paid 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<sup>1</sup>  
option require Borrower to restore Lender's rights in the Property in accordance with paragraph

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 copies of  
dead premiums and renewal notices. In the event of loss, Borrower shall promptly notify Lender of the damage and Lender  
Lender may make payment thereon if not made promptly by Borrower.

If Lender and Borrower otherwise agree in writing, insurance proceeds due shall be applied to restoration or repair of the  
Property damaged, if the restoration or repair is reasonably feasible and Lender's interest is not jeopardized. If the restoration or  
repair is not reasonably feasible or Lender's security would be jeopardized, the amount so proceeds shall be applied to the main  
amount of this security instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the  
Property, it may and answer within 30 days a notice from Lender that the amount so carried forward to settle a claim there  
Lender may end the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums  
incurred by this security instrument, whether or not then due. The 30 day period will begin when the notice is given.

If Lender and Borrower otherwise agree in writing, any application of proceeds of principal shall not exceed or  
exceed the due date of the monthly payments referred to in paragraphs 1 and 2, or change the amount of the payments. If  
under paragraph 2 the Property is acquired by Lender, Borrower's right to any insurance funds and proceeds resulting from  
damage to the Property prior to acquisition shall pass to Lender to the extent of the sum secured by this security instrument  
immediately prior to the acquisition.

**6. Dispossession, Preservation, Maintenance and Protection of the Property; Borrower's Lien Application, Foreclosure.**  
Borrower shall be responsible for the care and maintenance of the Property as Borrower's principal residence for at least one year after  
the date of acquisition of funds otherwise agreed in writing which amount shall be reasonable withheld, or unless  
otherwise provided in this security instrument, Borrower shall be liable for damage or impairment of the  
Property, allowing the Property to deteriorate or convert it to the Property. Borrower shall be in default if any Borrower  
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 interest held by this security instrument or Lender's security interest. Borrower may  
not, in Lender's good faith determination, proceed to foreclose on the Property or other collateral held by this security instrument or Lender's security interest. Borrower shall also be in default if  
impairment of the interest held 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 representations concerning Borrower's occupancy of the Property as a principal residence. If this security instrument is on a  
deed of trust, Borrower shall comply with all the provisions of the law. If Borrower applies for title to the Property, the  
foreclosure and the foretitle 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 requirements 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, or administration or foreclosure or to enforce laws or regulations, then Lender may do and  
pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may  
include paying any sums accrued by a lien which has priority over this security instrument, appearing in court, paying  
reasonable attorneys' fees and employing on the Property to make repairs. Although Lender may take action under this paragraph  
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.

**8. Mortgage Insurance.** If Lender requires 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 ceases to be in effect, Borrower shall pay the premium required to  
obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If  
unobtainable insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to  
the cost of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage required by Lender  
is in effect. Lender will accept, use and retain these payments as a loan reserve in lieu of mortgage insurance. Lender reserves  
Form 3014-200  
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payments may be legally be required by the law or any other instrument creating the security and for the period that law (or required) provides by statute, by the law or any other instrument, and in addition, Lender shall pay the premium required to maintain mortgage insurance in effect or to provide insurance until the mortgage or mortgage insurance ends in accordance with any existing agreements 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 any condemnation or other taking of any part of the Property, or for compensation in lieu of condemnation, are hereby recognized and shall be paid to Lender.

In the event of a total taking of the Property, the principle shall be applied to the same as set forth 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, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sum secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security Instrument shall be reduced by the amount of the proceeds as deducted by the following fraction: (a) the total amount of the sum 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sum secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the same secured by this Security Instrument whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condition is about to cause or has caused 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, in its opinion, relating to redemption or repossession of the Property or to the same 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 so far beyond the due date of the monthly payment referred to in paragraphs 1 and 2 as to change the amount of such payment.

11. Borrower Not Required; Performance By Lender Not Required. If, because of the time for payment or satisfaction of acceleration of the sum secured by this Security Instrument provided by Lender to any successor or assigns of Borrower shall not operate to return the holder of the original Borrower or Borrower's assignee as debtor, Lender shall not be required to commence proceedings against any successor or assigns or holder in general law for payment or otherwise satisfy acceleration of the sum secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors as debtor. Any performance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns; Right After Lender's Death. Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the co-signers and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be strict and several. Any Borrower who signs this Security Instrument but does not execute the Note, (a) is co-signer for Security Instrument only by mortgage, grant and money that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sum secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, reduce or waive any acceleration with regard to the terms of this instrument for reasons of the Note evidence that Borrower's consent.

13. Loss Charge. If the sum secured by this Security Instrument is reduced to a sum which, due to accrued loss charges and other law is finally interpreted as that the interest or other loss charge referred to in the collection or otherwise with the sum exceed the principal sum, then (a) any such loss charge shall be reduced by an amount necessary to reduce the charge to the principal sum, and (b) any sums already collected from Borrower which exceeded principal sum 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 results in principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given to Borrower 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 of clause of this Security Instrument or the Note conflict 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 (1) undated copy of the Note and of this Security Instrument.

SUSAN M. HARRIS  
SUSAN M. HARRIS

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24. **Riders in this Security Instrument.** If one or more Riders are added to this instrument by the parties thereto together with this Security Instrument, the covenants and agreements of each such Rider shall be incorporated into and shall stand and remain as part of the covenants and agreements of this Security Instrument as if the Riders were a part of this Security Instrument.

**Select applicable Rider(s):**

Adjustable Rate Rider  
 Calculated Payment Rider  
 balloon Rider  
 V.A. Rider

Condominium Rider  
 Limited Use Development Rider  
 Rate Improvement Rider  
 Other Rider(s)

1-4 Family Rider  
 Monthly Payment Rider  
 Senior Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and to any Rider(s) executed by Borrower and referred to in it.

SURESHA PATEL

1109  
Borrower

92484492

STATE OF ILLINOIS, COOK

County of:

I, THE UNDERSIGNED,  
county and state do hereby certify that  
SURESHA PATEL, WIDOW

, a Notary Public in and for said

personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that HE/SHE signed and authorized the said instrument in HIS/HER  
free and voluntary act for the uses and purposes therein set forth.  
Given under my hand and official seal, this day of *April* 19*82*.

My Commission Expires

Notary Public

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17. Transfer of the Property or a Security Interest in the Property. (a) In the event of a transfer of all or any part of the interest in the Property or of all or any part of the interest in Borrower's interest in the Property (and his fixtures and natural assets) without the prior written consent of Lender, such transfer shall be 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.

(b) Notice Exercises. In option 17(a) above, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 10 days from the date the notice is delivered or mailed within which Borrower shall pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of the period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Remandate. (a) Borrower makes certain covenants. Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the notice of (at 3 days for each other period as applicable law may specify for nonremediation) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or the entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Lender all sums which then would be due under the Security Instrument and the Note, 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 ensure that the law 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 remandation by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to remand shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Service. 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. Hazardous 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 sentence 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 to 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 actual knowledge. If Borrower knows or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary and lawful actions in accordance with Environmental Law.

An "Hazardous Substance" or "toxic substance" defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, benzene, other flammable or explosive petroleum products, liquid pesticides and herbicides, volatile organic materials containing asbestos, formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means Federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

#### NON-UNIFORM COVENANTS. Borrower and Lender further 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 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 10 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 remandate after acceleration and the right to assert in the judicial proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. 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 this 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 recording costs.

23. Waiver of Remandation. Borrower waives all right of remandation or repudiation in the Property.

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COOK COUNTY RECORDER  
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DEPT-11 RECORD, T \$31.50

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John Brown