UNOFFICIAL COPY 292697025

MORTGAGE

GRANTOR CORINNE ROBATO	CORINNE ROSATO DEPT-O1 RECURDING	\$27.6
	145555 TRAN 5750 09/21/92 € 46783 4 E # - \$2 - 6\$ 000K COUNTY RECORDER	
123 SCHREIBER AVE. ROSELLE, IL 60172 TELEPHONE NO. DENTIFICATION NO. 100 200 200 200 200 200 200 200 200 200	123 SCHREIBER AVS. ROSELLE, IL. 60172 TELEPHONE NO. 708-894-9346	

- 1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender Identified above, the real property described in Schedule A which is attached to this Mortgage and Incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenancies; eases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and standing timber and closs partaining to the real property (cumulatively "Property").
- 2. OBLIGATIONS. This Mortgage and accure the payment and performance of all of Borrower and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumulatively Chigations') to Lander pursuant to:
 - (a) this Mortgage and the following prumitionry notes and other agreements:

OFFICE HATE	ONBOIT LIMIT	AGREEMENT DATE	al Cotto BATH (1997) 199	Service of Control of Services	A Strade Monthly Call will
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- all other present or future obligations of Borrower or Grint's to Lander (whether locurred for the same or different purposes than the foregoing):
- b) all renewals, extensions, amendments, modifications, replacements / ... betitutions to any of the foregoing.
- 3. PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for PERSONAL purposes.
- 4. FUTURE ADVANCES. This Mortgage secures the repayment of all acvar ces that Lander may extend to Borrower or Grantor under the promissory integration and apparent is explainable to exclude the promissory integration and apparent is explainable to the same extended in pure grant 2. The Mortgage secures not only existing indebtedness, but also secured an integration while while the same extended in the explainable and explainable to the same extended on the date of the experience of Mortgage, and effectively the remains an indebtedness executed by this Mortgage under the processory index and expressible above may knotease of decrease from time to time, but the total of all such indebtedness so secured shall not exceed 200% of the principal amount stated in paragraph 2. If I file Mortgage secures the repayment of all advances that Lander may extend to Borrower or Grencio under the promissory notes and other agreements described in paragraph 2, but the total of all such indebtedness so secured shall not exceed 200% of the principal amount stated in paragraph 2.
- 5. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all ambient expended by Lander to perform Granton's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.
 - 6. CONSTRUCTION PURPOSES. If checked, [iii] this Mortgage secures an indebtedness for construction (iii) present
 - 7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and dovenants to Lynch that:
 - (a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference.
 - (b) Neither Brantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, a soft-critical process of any "Hazardous Materials", as defined herein, in connection with the Property or transported any Hazardous Materials of from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any height oxide substances or any other substance, materials, or waste which is or becomes regulated by any governmental authority including, but in climited to, (i) petroleum; (ii) finable or nonfrieble asbestos; (iii) polychiorinated hipherryls; (iv) those substances, materials or wastes designated as "hazardous substances pursuant to Section 311 of the Clean Water Act or listed pursuant to Bection 307 of the Clean Water Act or any amendment; or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waster" pursuant to Section 1004 of the Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;
 - (c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;
 - (d) No action or proceeding is or shall be pending or threatened which might materially affect the Property;
 - (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuent to this Mortgage.
- 8. TRANBERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note of other agreement or by this Mortgage, unless otherwise prohibited by lederal law.
- 9. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's linancial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.
- 10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lendor's infor written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement accept for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

- FE C A COPY Inch Party Lamber whall be writted to notify or require Grantor to notify any third party finely line. 11. COLLECTION OF MIDENTEDNESS FROM THIRD PARTY. Limiter shall be writted to notiny or require Grantor to notify any third party finoluting, but not limited to, lessess, licensess, governmental authorities and insurance companies) to pay Lender any Indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "indebtedness") whether or not a default exists under this Mortgago. Grantor shall diligantly collect the indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lander shall be entitled, but not required to collect (by legal proceedings or otherwise) extremely appropriate to the time for payment, compromise, exchange or release any obligor or colleteral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lander shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.
- 12. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.
- 13. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.
- 14. INSURANCE. Grantor shall keep the Property Insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other osculativ. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are attered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor falls to acquire or maintain insurance, Lender defense and particle and be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish lander with evidence of Insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable Instrument drawn by any insurer. All such insurance policies shall be constantly assigned. Property in the property of loss. Each insurance company is directed to make payments directly instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild any restore the Property.
- 16. ZONING AND PRIVATE COVENANTS. Crantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's price written consent. It Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lander with written notice of any proposed changes to the provisions or private covenants affecting the Property.
- 16. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies pays ble to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, local condemnation or control first to the payment of Lender's attorneys' fees, local condemnation or eminent domain proceedings and then, at the option of Lender's the payment of the Obligations or the restoration or repair of the Property. In any event Grantor shall be obligated to restore or repair the Property.
- 17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL of CONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. G anter hereby appoints Lender as its atterney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or lettle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lander from taking the actions described in this paragraph in its own name. Grantor shall cooperate and assist in any action hereunds
- 18. MDENIMFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Cibligations with respect to the Property under any directors. Grantor shall immediately provide Lander and its charge with directors, officers, employees and agents with an interest and indemnify and hold Lander harmless from all platme, damages, fletibites finally in attentive feet any legal experience), where of actions, autis and other legal proceedings (cumulatively "Claims") perfectively for Property (inch drop, but not finned to, those involving Hazardous Materials). Grantor, upon the request of Lander, shall her legal odiniest acceptable to Lender to divind Lender from such Claims, and pay the costs incurred connection therewith. In the alternative, Lender shall be entitled to employ its own legal community Lender shall arrive the termination, release or toreolosure of this Morty age.
- 18. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Tro verty when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds at the payment taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.
- 20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its (0) into to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time (0) lime. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records a shall be genuine, true, securate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records into the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's liner of a condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferse of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such obligations and, if so, the nature of such obligations and if such obligations and if such obligations are such obligations are such obligations.
 - 22. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of any Obligation:

 - (a) falls to pay any Obligation to Lander when due;
 (b) falls to perform any Obligation or breaches any warranty or covenant to Lander contained in this Mortgage or any other present or future, written or oral, agreement:

 - (c) allows the Property to be damaged, destroyed, lost or stolen in any material respect;
 (d) essits to revoke, terminate or otherwise limit its liability under any guaranty to Lander;
 (e) allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal; or
 - es Lender to deem itself insecure in good faith for any reason.
 - 23, RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following

 - Its without notice or demand (except as required by law):

 (a) to declure the Obligations immediately due and payable in full;

 (b) to obliget the Obligations with or without resorting to judicial process;

 (c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;

 - (d) to collect all of the rems, issues, and profits from the Property from the date of default and thereafter;
 (e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the sustaince of any waste to the Property;
 (f) to foreolose this Mortgage;
 (g) to set-off Grantor's Obligations against any amounts due to Lender Including, but not limited to, monies, instruments, and deposit accounts

 - maintained with Lender; and
 (h) to exercise all other rights available to Lender under any other written agreement or applicable is

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor walves the posting of any bond which might pe u quired.

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The street address of the Property P1 applicable) is:	The second of th
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Permanent Index No.(s): 07-34-330-024 & 034	ren er en
The legal description of the Property is:	
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This instrument was prepared by: K. GIBBONS C/O HARRIS BANK ROSELLE BOX 72200 ROSELLE IL 60172

After recording return to Lender.

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- 24. WAIVER OF HOMESTEAD A ID TIMES INGHTS. Grantor would otherwise be entitled under any applicable isw.
 - 25. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.
- 26. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's tee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.
- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts (notiding intorresps) fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest themson at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the Interest granted herein.
- 26. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys) fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.
- 29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or ours any default under this Mortgage. The powers of attorney described in this paragraph, are coupled with an interest and are trevocable.
- 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lies; security interest or encumbrance discharged with funds advisced by Lender regardless of whether these liens, security interests or ether ensumbrances have been released of record.
- 31. COLLECTION COSTS if Lender hires an attorney to assist in collecting any amount due of adjoining any right or remedy under this Mortgage, Grantor agrees to pay Lender's responsible attorneys' fees and costs.
- 32. PARTIAL RELEASE. Unit in may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 25, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.
- 33. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Len ler may perform any of Grantor's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations or rights. A vertilal on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, falls to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.
- 34. SUCCESSORS AND ASSIGNS. This Mongage and be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, purson if representatives, legatees and devisees.
- 36. NOTICES. Any notice or other communication to by privided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties (as) designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after a or notice is sent and on any other such notice shall be deemed given when received by the person to whom such notice is being given.
- 36. REVERABILITY. If any provision of this Mortgage violates the iz a is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.
- 37. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.
- 38. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Car for waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall it of, de all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.
 - 39. ADDITIONAL TERMS.

THIS NOTE IS SECURED BY A MORTGAGE DATED SEPT. 4, 1992 ON PROJURTY LOCATED AT: 123 SCHREIBER AVE., ROSELLE, IL. 60172 . ALL OF THE TERMS & CONDITIONS OF 2ND MIGE. ARE MERESY INCORPORATED AND MADE & PART OF THIS NOTE.

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Granter acknowledges that Granter has read, understands, and ag timed: SEPTEMBER 4, 1992	ress to the terms and conditions of this Mongage.	Co
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