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COOK COUNTY RECORDER

92726722

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PREPARED BY: N. SUMMERS

MORTGAGE

SEPTEMBER 16 THIS MORTGAGE ("Serurity Instrument") is given on WARREN NICHOLAS EVEN, JR. AND ANN MARIE EVEN, HIS 92. The sortgiger is WIFE ("Borrower"). This Security Instrument is given to

MIDWEST BANK & TRUST CO.

, which is organized and existing

under the laws of ILLINUXS 501 W. NORTH AVENUE, MELROSE PARK, ILLINOIS 60160

("Lender").

Borrower owes Lander the principal tax of ONE HUNDRED THIRTERN THOUSAND AND 00/100 Dollars (U.S.) 5 ****113,000.00). This debt is evidenced by Bo). This debt is evidenced by Borrower's note dated the same date as this Security ("Acturent ("Hote"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 1 , 2007 This Security Instrument secures to Lander: (a) the repayment of the enterior evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other nums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of B receiver's covanants and agreements under this Security Instrument and the Scte. For this purpose, Borrower does hereby with tage, grant and convey to Lender the following described property COOK located in

LOT 8 (EXCEPT THE SOUTH 16 FEET THEREOF) AND THE SOUTH 24 FEET OF LOT 7 IN SECOND ADDITION TO MAROONI COMPANY'S WEST MANOR DEVELOPMENT, BEING A SUBDIVISION OF THE WEST 1/2 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN Энь 72726722 COOK COUNTY, ILLINOIS.

PERMANENT TAX ID. 12-28-316-026

which has the address of 2632 SARIAH STREET

FRANKLIN PARK (City)

60131

(Street) ['Property Address'];

[Sip Code]

TOURTHER WITE all the improvements now or hereafter exected on the property, and all easements, apportenances, and 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 COVEMENTS that Borrower is lavfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unancumbered, except for encumbrances of record. Encrower variants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS -- Single Family-- Funnie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014

UNIFORM COVERANTS. Bor. wer and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST: PREPAYMENT AND LATE CHARGES. Sorrover shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any propayment and late charges due under the Note.

2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written vairer by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") fore (a) yearly taxes and assessments which may attain priority were this Security Itstrument as a lieu on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any sums paymble by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow 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 loss may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C., 2661 et sec. ("RESPA"), unless another law that applies to the Funds sets a lesser 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 hasis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution), or in any Federal Bowe Ioan Bank. Lender shall apply the Fends to pay the Escrew Items. Lender key not charge abstrace: for holding and applying the Fands, annually analyzing the escrew account, or verifying the Escrew lives, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender key require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection sith this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be or if Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, between, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credity and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged on additional occurity for all sums secured by this Security Instrument.

If the Funds held by Lender exc of the amounts 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 Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to also up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discrition.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shill acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums 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 preply with charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and lest, to any late charges due under the Note.

4. CHARGES; LIENS. Borrower shall bay all taxes, assessients, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument. and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if no haid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over tile Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner ideeptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which is the Lender's opinion operate to present the enforcement of the lien; or (c) ascures from the holder of the lien an agreement estimatedry 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 OR PROPERTY INSURANCE. Sorrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" are any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and 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'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 activage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to be der all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the inturning carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lendar 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 asser within 10 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender way collect the insurance proceeds. Lender may use the proceeds to repair or restors the Property or to pay sums secured by this Security Instrument, whether or not then due. The 10-day period will begin when the notice is given.

Unless Lender and Borrower otherwiss agree in writing, any application of proceeds to principal shall not extend or postpose 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
insectiately prior to 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 extty 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 occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extensiting circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commut waste on the Property. Borrower shall he 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 Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by cacsing the action or proceeding to be dismissed with a ruling that, in Lander'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 of Borrower, during the loan application process, gave materially false or inaccurate information or statement to Lender (or failed to provide Lender with any material information) is compection with the loan evidenced by the Kote, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a lessehold, Borrower shall comply with all 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 Sorrower fails to perfora 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 Lander 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 saying any sums secured by a lieb which has priority over this Security Instrument, appearing in court, paying reasonable attorner's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph ?, Lender doce not have to do so.

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

- Security Instrument, Sprrower shall pay the premiums required to maintain the mortgage instrance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Sorrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the most to Borrower of the mortgale insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sam equal to one-twelfth of the yearly mortgage in sursnce premium being paid by Sorrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and ritain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the prion 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 mortyage fautance 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
- 9. INSPECTION. Lender or its agent may make reasonable antiro upon and inspections of the Property. Lender shall give wer notice at the time of or prior to an inspection specifying (es onable cause for the inspection-
- 10. CONDEMNATION. The proceeds of any award or claim for dunges, 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 maid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the same secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the evint of a partial taking of the Property in which the fair market value of the Property immediately before the taking is squal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrow, and Lender otherwise agree in Writing, the size 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 Borrover. In the wint 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 sums secured immediately before the taking, unless Borrower and Lunder otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then

If the Property is abandoned by Borrower, or if, after notice by Lander to Borrower that the cories or offers to make an award or sattle a claim for damages, Borrower fails to respond to Lender within 10 days after the drie the notice is given, Lander is authorized to collect and apply the proceeds, at its option, either to restoration or repair the summ secured by this Recurity Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal sight 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.

- 11. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER, Extension of the time for payment or modification (of amortization of the sums secured by this Security Instrument granted by Lender to any sucressor in interest of Borrower N shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commonde proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Sorrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a of or preclude the exercise of any sight or remedy.
- 12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this Security Instrument shall bind and benefit the accessors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Noter (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Bote without that Borrower's consest.

13. LOAN CHARGES, If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loss charges collected or to be collected in compection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Sorrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Bote Or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any propayment charge under the Note.

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by 14. NOTICES. mailing it by first class seil 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

paragrapo.

15. GOVERNING LAW: SEVERABILITY. This Security Instrument shall be governed by Sederal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Mote which can be given effect without the conflicting provision. To this and the provisions of this Security Instrument and the Note are declared to be severable.

1G. BORROWER': COPY. torrower shall be given one conformed copy of the Note and of this Security Instrument.

17. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or, any part of the Property or any interest in it is sold in Transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Larder's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. Sowever, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Security Instrument.

If Lemier exercises this (oft on, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 10 days from the dotte is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrover fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security 7 strument without further notice or demand on Borrower.

18. BORROWER'S RIGHT TO REINSTATE. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument describined at any time prior to the earlier of: (a) 5 days (or such other persod as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument: or (b) entry of a judgment entiroing this Security Instrument. Those conditions are that Borrower: [8] pays Lender all some which then would be due ulder this Security Instrument and the Wote as if no acceleration had occurred; (b) cures any default of any other covenants or ag estents; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attoriny a fees; and (d) takes such action as Lender may reasonably require to assure that the lies of this Security Instrument, L. d. C's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue uncharged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective s, if no acceleration had occurred. However, this right to rein-Upon reinstatement by Borrower, this Security Instrument and state shall not apply in the case of acceleration under paragraph 17.

19. SALE OF NOTE; CHANGE OF LOAN SERVICER. The Mote of a partial interest in the Mote (together with this Security Instrument; may be sold one or more times without prior notice to corower. 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 Fote. 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.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of 20. HAZARDOUS SUBSTANCES. any Hazardrus Substances on or in the Property. Borrower shall not do, nor allow a fone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentence, chall not apply to the presence, use, or storage on the Property of small quantitie of Razardous Substances that are generally recognised to be appropriate to normal residential uses and to maintenant of the Property.

lawsuit or other action by any Borrower shall promptly give IsiSer written notice of any investigation, claim, demaid, governmental or regulatory agency or private party involving the Property and any Reservois & Datance or Environmental Law of which Borrower has acceal knowledge. If Borrower learns, or is notified by any governmental or invalatory authority, that any removal or other remediation of any Mazardous Substance affecting the Property is necessary, horrower shall promptly

take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Maxandous Substances" are those substances defined as toxic or la article substances by Environmental Law and the following substances: qesoline, kerosene, other flammable or toxic petrolem products, toxic pestacides and herbacides, volatilo solvents, materials containing asbestos or formaldehyde, and radioactive materials. As pred in this paragraph 20, "Environmental Law" mesne federal laws and laws of the jurisdiction where the Property is located that relate to health, eafety or invironmental protection.

MON-UNIFORM COVENAMIS. Borrower and Lender further covenest and agree as follows:

21. ACCELERATION; REFLEDIES. 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 reinstate after acceleration and the right to assert in the foreclosure proceeding the monexistence of a default or any other differse of Sorrower 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 su Instrument without charge to Borrower. Borrowe	as secured by this Security Instrument, in shall pay any recordation costs.	Lender shall release this security
23. WAIVER OF HOMESTEAD. BOLTOWER	mives all right of homestead exemption in to	he Property.
24. RIDERS TO THIS SECURITY INSTRUMENT this Security Instrument, the covenants and agr supplement the covenants and agreements of this	If one or more riders are executed by the sements of each such rider shall be incorpared to be rider(s) were	orated into and shall amend and
[Check applicable box(es)].		
[] Adjustable Rate Rider	[] Condominium Rider	[] 1 - 4 Yamily Rider
[] Graduated Payment Rider	[] Planted Unit Development Rider	[] Biweekly Payment Rider
[] Balloon Rider	[] Rate Improvement Aider	[] Second Home Rider
[] Other(a) [specify]		
BY SIGNING BELOW, Believer accepts and a acy rider(s) executed by Burlower and recorded to Witnesses:	grees to the terms and novements contained in with it.	in this Security Instrument and in
O/x	1. Day Duckland	1 (Seal)
9	WARREN NICHOLAS EVEN,	347E56-8767
Ox	Charles Van Cur	
	ANN MARIE EVEN Social Security Number	333-54-1978
	O-f	Norroser
		(Seal)
	pace Below This Line (or Acknowledgment)	Sortover
	MAIL TO:	
APX MORTGAGE SERVICE 415 CREEKSIDE DRIVE PALATINE, IL 60067	SS, INC	
	4	Ś
STATE OF CCCK		O _{xx}
) SS:	
COUNTY OF	allina i	0
The foregoing instrument was acknowledged before	# E# This (224)	
HAFREN NICHOLAS EVEN, JR.	ANN MARIE EVEN	9272672 (SEAL)
IY COMMISSION EXPIRES: HIS INSTRUMENT WAS PREPARED BY: N.	SUMMERS	Motion (SEAL)