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WESAV MORTGAGE CORPORATION 2211 YORK ROAD, SUITE 402 OAK BROOK, IL 60521

Loan #: 6486827

pe Above This Line For Recording Cath.)

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

November 13 , 19 92

The mortgagor is MICHAEL J. O'LAUCHLIN and PHILOHENA O'LAUGHLIN, HIS WIFE

("Borrower").

This Security Instrument as given to WESAV MORTGAGE CORPORATION

whose address is 9060 EAST VI

9060 EAST VIA LINDA STORET, SCOTTSDALE, AZ 85258-5146

("Lender").

Borrower owes Lender the principal sum A

Two Hundred Thirty Eight Thousand and No/100

Dollars (U.S. \$ 238,000.00). This debt is evidenced by Borrower's note dated the same date as rhis Security Instrument ("Note"), which provides for moothly payments, with the full debt, if not paid earlier, due and payable on Dacamber 1, 2022 . 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 29 IN BLOCK 5 BEING A SUBDIVISION OF BLOCKS 5, 6 AND 7 IN JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MPRIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 17-06-409-020

イベルツクラ (株円):15

92372023

which has the address of

1078 NORTH HERNETAGE AVENUE

CHICAGO

(geneer)

(Cap)

Illinois

60622

("Property Address");

[Zip Code]

(1 topetty round

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, 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 COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is uncolumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

Mainumeni

UNIFORM COVENANTS Bornwer and Lender coveragional large. Gillow

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

2. Funds for Taxes and insurance. Subject to applicable 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 attain priority over this Security Instrument as a lien 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; and (f) any sums payable 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 Lender mortgage loan 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. §2601 et sec. ("RESPA"), unless another law that applies to the Funds sets a 1974 as amended from time to time, 12 U.S.C. \$2601 er 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 basis of current data and reasonable estimates of expenditures of future Escrow

may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow liems 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 Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the Funds helf by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess Fun's 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 make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payment, a Lender's sole discretion.

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 shall acquire or sell the Property, Lende

held by Lender. If under paramaph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funts, 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. Unors applicable law provides otherwise, all payments received by Lender under paragraphs and 2 shall be applied: first, to any propayment 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. Sorrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security. In rument, and leasehold payments or ground renks, if any, Borrower shall pay these obligations in the manner provided in paragraph 2 or if not paid in that manner. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly discharge any lien. So has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in. 'ggi) proceedings which in the Lender; (b) contests in good faith the lien by or defends against enforcement of the lien in.' 'ggi) proceedings which in the Lender; (b) contests in good faith the lien by or defends against enforcement of the lien in.' 'ggi) proceedings which in the Lender; (b) contests in good faith the lien by or defends against enforcement of the lien in.' 'ggi) proceedings which in the Lender; (b) contests in good faith the lien by or defends against enforcement of the lien in.' 'ggi) proceedings which in the Lender; sopinion operate to prevent the enforcement of the lien; or (c) secures from the holder.' I have been adapted to the contest and the proceedings of the security instrument. Be Le

damage to the Property prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of Property; Borrower's Loan Application; Lenseholds, 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 occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the 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's 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 Lender'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, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, 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

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 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 issurance 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 cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender.

If substantially equivalent mortgage insurance coverage is not available, borrower shall put 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 crased 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 motice 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 conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be annihily to the some convertices.

10. Condemnation . The proceeds of any part of the Property, er for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any exess 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 sums secured by this Security Instrument immediately before taking, unless Borrower and Lender otherwise agree; in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking divided by (b) the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property is abandoned by Borrower. In the event of a partial taking of the Property in which the fair market value of the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument of the sums are then due.

Unless Lender and Borrower otherwise agree is writing, any application of proceeds to principal shall not extend or postpone the due date of 36 monthly payments referred to in portagraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Selected Forbearance by Lender to law successor in interest of Borrower successors in interest. Any forbearance by Lender not any englist or remaily shall not be captured to the

14. Notices. Any notice to Borrover provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to 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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are declared to be given affect.

16. Borrower's Copy. Borrower shall be given one conformed copy of the New 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 or transferred (or if a beneficial interest in Borrower is sold or transferred and 60 rower is not a natural person) without Lender's prior written consent, Lender may, 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.

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.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower rayst pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Len er may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the 6 fit to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other perior, 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 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 on, yelfault of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable autorness (ecs; 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

removal or other remediation of any Hazardous Substance affecting the Property is necessary, norrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" 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 aspestos or 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.

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Property of Cook County Clerk's Office

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covenant or agreement in this Security Inst provides otherwise). The notice shall specition 30 days from the date the notice is given default on or before the date specified in the foreclosure by judicial proceeding and sales after acceleration and the right to assert in Borrower to acceleration and foreclosural in option may require immediate payment is: may foreclose this Security Instrument by pursuing the remedies provided in this persuitance. 22. Raissee. Upon payment of all sum without charge to Borrower. Borrower shall 23. Waiver of Homestead. Borrower 24. Riders to this Security Instrument.	all give notice to Borrower prior to accurate that not prior to acceleration for the occupant of the default; (b) the action request to Borrower, by which the default me notice may result in acceleration of the motice may result in acceleration of the the foreclosure proceeding the non-critical form of the default is not cared on or before this of all sums secured by this Socur judicial proceeding. Lender shall be graph 21, including, but not limited to a secured by this Socurity Instrument, pay any recordation costs. I four or more riders are executed by the form or more riders are executed by the recoments of each such rider shall be presented of each such rider shall be presented of each such rider shall the security of each security of each such rider shall the security of each	agree at follows: referation following Berrewer's breach of any a under Paragraph 17 unless applicable law aired to cure the default; (c) a date, not less ust be cured; and (d) that failure to cure the se sums secured by this Security Instrument, see inform Berrewer of the right to reinstate histone of a default or any other defense of the date specified in the notice, Lander at its ity instrument without further demand and entitled to collect all expenses incurred in a reassemble strorweys fass and costs of title Lender shall release this Socurity Instrument in the Property. The Property of this Security Instrument is incorporated into and shall amend and err(s) were a part of this Security Instrument.
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduat ed Payment Rider	[I lanned Unit Development Ride	
Ballooe Rider	Rate Improvement Rider	Second Home Rider
Other(s) [sp/ca'y]		
		nts contained in this Security Instrument and
in any rider(s) executed by Box ower and rec Witnesses:	OF OF O WALL R.	
Withersex:		1 - 6 8 10 -
	klich	al J & hought [Seal]
O _X		J. O'LAUGHLIN
Ť		urity Number: 334-34-8005
	HIIO	ENA O'LAUGELD
		urity Number: 319-86-4439
	T Sould State	Coall
		(368)
	Social Secu	urity Number:
	46	(Scal)

	Social Secu	urity Number:
	— (Space Salon Tim Live For Actrosteography -	976
State of Illinois, COOK	County as:	
The foregoing instrument was acknown MICHAEL J. O'LAUGHLIN an		yof Nevember, 19 92, by
Witness my hand and official seal.		/ /C-
<u>-</u>	alle	
\ DEB	FRICIAL SEAL" RA L FICKETT Public, State of Illinois asson Expires 5/22/96	Notary Public

9287202

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Loan #: 6486827 Process#:

THIS 1-4 FAMILY RIDER is made this 1992 13th day of November and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the Security Instrument') of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

WEERY HORIGAGE CORPORATION

of the same date and covering the Property described in the Security Instrument and located at:

1078 NORTH HERMITTAGE AVENUE, CHICAGO, IL 60622

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and

Lender further covenant and agree as follows:

A. Additional Property Subject to the Security Instrument. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plurahing, bath tuba, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, away or storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and stinched floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the coverty described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to us in 1-4 Family Rider and the Security Instrument as the "Property."

B. Use of Property: Compliance with Law. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Leader has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. Subardinate Liens. Except a permitted by federal law, Borrower shall not allow any lieu inferior to the Security Instrument to be perfected against the Prope ty without Lender's prior written permission.

D. Rent Loss Insurance. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. Borrower's Right to Relastate' Deleted. Uniform Covenant 18 is deleted.

F. Berrower's Occupancy. Unless Lender and B arrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is fested. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. Assignment of Leases. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Leaver's sole discretion. As used in this paragraph G, the word "lease" shall mean 'sublease' if the Security Instrument is on a leasehold.

H. Assignment of Rants; Appointment of Receiver; Leader in Presentation. Borrower absolutely and unconditionally assigns and transfers to Lender all the reuts and revenues ("Reuts") of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Tieris, and agrees that each tenant of the Property shall pay the Rentz to Lender or Lender's agents. However, Borrower shall receive the Rentz until (i) Lender has given Borrower notice of default pursuant to parsgraph 21 of the Security Instrument and (ii) Louiser has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Renti constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower well be held by Borrower as trustee for the benefit of Lender only, to be applied to the sams secured by the Security Instrument; (ii) I ender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking cost of of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequaty of the Property as security.

If the Reuts of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security instrument are paid in full.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terr	ns and provisions contained in this 1-4 Family Rider.	
MICHAEL J. O'LAUCHLIN (Seal)	PHILOGENA O'LAUGHLIN	برارة 3
(Seal)	(School	:ai)