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## MORTGAGE

8249206

THIS MORTGAGE ("Security Instrument") is given on MARCH 11, 1992  
The mortgagor is JAMES KLAPEMAN AND JUNE KLAPEMAN, HIS WIFE

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

FIRSTSTAR HOME MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF WISCONSIN

, and whose address is

777 EAST WISCONSIN AVENUE, MILWAUKEE, WISCONSIN 53202

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

Dollars (U.S. \$ 80,000.00 ). This debt 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

APRIL 1, 2002 . 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:

33.0  
76

### PARCEL I:

LOT 6 IN CARLYLE, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 6,  
TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK  
COUNTY, ILLINOIS.

### PARCEL II:

EASEMENT FOR THE BENEFIT OF PARCEL I, FOR INGRESS AND EGRESS, AS SET FORTH IN  
THE DECLARATION RECORDED APRIL 17, 1989 AS DOCUMENT 89-168,086 AND CREATED BY  
THE DEED DATED SEPTEMBER 20, 1989 AND RECORDED OCTOBER 5, 1989 AS DOCUMENT  
89-471,447.

PERMANENT INDEX NUMBER: 04-06-400-069

THIS IS NOT A PURCHASE MONEY MORTGAGE

which has the address of

726 CARLYLE COURT  
(Street)

NORIBURG  
(City)

Illinois 60062

(Zip Code)

("Property Address")

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1073 (08/95)

Form 3014-990 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■  
To Order Call: 1-800-540-0044 FAX: 616-791-1331

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out of harm's way as the economy gets back on its feet again.

Borrower shall promptly disaffirm any loan which has priority over this Security Instrument unless Borrower: (a) notifies Lender in writing to the payee of the payoff amount of the obligation secured by the loan in a manner acceptable to Lender; (b) consents in good faith to the loan by, or delegates authority of the loan to, legal proceedings which in the Lender's opinion operate to prevent the transfer of the loan; or (c) secures from the holder of the loan the loan agreement or the payoff amount of the loan.

Property which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any. Borrower shall pay all taxes, assessments, insurance premiums, attorney's fees, and incidental expenses in connection with the title, paragraphs, if Borrower makes these payments directly, borrower shall promptly furnish to Lender receipts evidencing the payment of such amounts to the person owed payment. Borrower shall promptly furnish to Lender all notices of nonpayment or default given to the debtor directly or by attorney, and shall pay them on behalf of the debtor.

3. Application of Passports. 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 uninsured payable under paragraph 2; third, to interest due fourth, to principal due and last, to any late charges due under the Note.

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 title 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 sum secured by this Security Instrument.

If the funds held by Lender exceed 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 interest 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 payments, at Lender's sole discretion.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Landlord, Lessor or lessee and assessments which may accrue under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums; (f) any sums payable by Lessor or lessor to Lender, in accordance with the provisions of paragraph 8, in favor of the payee of the foregoing premises; (g) any sums payable by Lessor or lessor under any lease or agreement with the payee of the foregoing premises; (h) any amounts due on the basis of current data and reasonable estimates of expenditures of future, known or otherwise, in accordance with applicable law;

1. **Prevention of Prejudice and Letteracts:** Preparation and letteracts; however 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.

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

THE COMMUNALISTS GOVERNMENT AND BONAPARTISTS AND BOURGEOISIE IS LEADING SICKEN TO THE EASTERN HIGHLIGHTS CONVENED AND THIS WAS THE HIGH TO BORROWER MORTGAGEES AND OWNERS AND WILL DEFEND GENERALLY THE TITLE TO THE PROPERTY AGAINST ALL CLAIMS AND DEMANDS, SUBJECT TO ANY COMBINATION OF RECORDS.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property."

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condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assumed 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 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 sums secured by this Security Instrument immediately before the 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. 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 sums 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 sums secured by this Security Instrument whether or not the sums are then due.

If 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, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of 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 successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence 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 Borrower or Borrower's successors in interest. Any forbearance 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 Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors 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 Note: (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 Note without that Borrower's consent.

**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 loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits 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 reduces 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 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 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 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 or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower 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.

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 must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender 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 right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

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so, we can make a better decision about what to do next.

[10.] *fundamentally*, the proceeds of any award of claim for damages, direct or consequential, in connection with any

9. Inspection: Leader or his agent may make reasonable entries upon and inspections of the property. Leader shall and enter at any time for the purpose of inspecting personalty held by him or his agent.

8. **Affordable Insurance:** If Landlord receives an insurance claim for his/her personal property damage, the landlord will be responsible for providing a copy of the insurance policy to the tenant. The tenant will be responsible for providing a copy of the insurance policy to the landlord.

2. Protection of Landlord's Rights in the Property. If landlord fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect landlord's rights in the property, such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations, then landlord may do and pay for whatever is necessary to protect the value of the property and landlord's rights in the property, unless such a proceeding is brought by a party other than landlord.

This instrument is intended to be prior to the application of proceeds to principal shall not exceed or exceed the amount of any payment made by the Borrower under this instrument.

(iii) less Leander and Bonner otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of damage, Leander may make payment to loss in four weeks following a downpour.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

permitted than under regulations. The insurance carrier providing the insurance shall be chosen by the insured's appraiser and shall not be interposed with held. If the owner fails to maintain coverage достаточен above, Landlord may, at Landlord's option, obtain coverage to protect Landlord's rights in the Property in accordance with paragraph 7.

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower - (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

**20. 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 sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and 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 learns, 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 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 asbestos 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.

**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 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure 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 title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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(*adult & pre-adult*) *juvenile* *juvenile*

**Y**OGA & YOGA THERAPY  
G. P. S. A.

POLY(4-VINYL PYRIDINE) POLYMERS

SORTIMENTOOR, TULIPANOS

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2000年

This instrument was prepared by  
MR COMMISSIONER EXPRESSES 12/2/94  
NOTARY PUBLIC STATE OF ILLINOIS  
OFFICE OF THE SECRETARY OF STATE  
"OFFICIAL SEAL"

### Parikhā pūrvamīyā

(Given under my hand and official seal, this 11<sup>th</sup> day of March, 1992)

• personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he and delivered the said instrument as **WITNESS**

do hereby certify that JAMES KELAMAN AND JUNE KELAMAN, HIS WIFE  
, a Notary Public in and for said county and state,

(Seal)	JAMES KLAPEMAN	Social Security Number 356-24-6529
(Seal)	JUNE KLAPEMAN	Social Security Number 361-24-8811

BY SIGNING BELOW, I acknowledge and agree to the terms and conditions contained in this Security Instrument and in any addendum(s) executed by Borrower and recorded with it.

- |                                                |                                                   |                                            |                                                             |                                                         |                                                 |                                         |                                                 |                                            |                                                   |
|------------------------------------------------|---------------------------------------------------|--------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------|-------------------------------------------------|-----------------------------------------|-------------------------------------------------|--------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Contingent Premium Rider | <input type="checkbox"/> Life Family Rider | <input checked="" type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Ballloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Time Rider | <input type="checkbox"/> Other(s) [Specify] _____ |
|------------------------------------------------|---------------------------------------------------|--------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------|-------------------------------------------------|-----------------------------------------|-------------------------------------------------|--------------------------------------------|---------------------------------------------------|

**24. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

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## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 11TH day of MARCH, 1992, 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

FIRSTAR HOME MORTGAGE CORPORATION (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:

726 CARLYLE COURT, NORTHBROOK, ILLINOIS 60062

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

### Covenants, Conditions and Restrictions of Record

(the "Declaration"). The Property is a part of a planned unit development known as

CARLYLE

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 12 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

JAMES KAPMAN  
(Seal)  
Borrower

JUNE KAPMAN  
(Seal)  
Borrower