

## UNOFFICIAL COPY

92339195



DEPT-01 RECORDING \$23.50  
T#8888 TRAN 4269 05/15/92 15:44:00  
\$9834 + \*-92-338495  
COOK COUNTY RECORDER

This instrument prepared by  
and should be returned to:

JENNIFER DENIRE  
MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MEYERS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MAY 2, 1992** . The mortgagor is  
**SYED A. SHUJA AND JAHAN A. SHUJA, MARRIED TO EACH OTHER.**

("Borrower"). This Security Instrument is given to **THE FIRST NATIONAL BANK OF CHICAGO**

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA** , and whose  
address is **ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670**  
("Lender"). Borrower owes Lender the principal sum of  
**NINETY SIX THOUSAND THREE HUNDRED & 00/100** Dollars (U.S. \$ **96,300.00** ).

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 **JUNE 1, 2012** . 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:

92339195

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

REAL ESTATE TAX I.D. # : 12-01-311-021

which has the address of  
Illinois

**7818 W. VICTORIA, CHICAGO  
60631** ("Property Address");  
[Zip Code]

*3350*  
[Street, City]

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

*4R(IL)* (9105)

VMP MORTGAGE FORMS - (312)283-8100 - (800)521-7291

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Form 3014 9/90

Amended 5/91

Wheeler: *AFJ/jm*

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Form 31c (Rev. 1979)

Borrower shall promptly discharge any liability over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the loan in a manner acceptable to Lender; (b) consents in good faith the loan by, or defers against collection of the loan in, legal proceedings which in the Lender's opinion operate to prevent the collection of the principal of the obligation secured by the loan in a manner acceptable to Lender; or (c) becomes from the holder of the loan in the loan the beneficiary of the Lender's or any part of the Proprietary interest in the loan.

Banwocer makes these performances directly. Borrower shall prominently furnish to Lender receipts evidencing the payments.

4. Changes; Liens. Borrower shall pay all taxes, assessments, charges, rents and impositions applicable to the Property or paid by all persons to Lender all monies so to be paid under this paragraph if

third, to introduce new country, or principal due; and last, to any law like changes due under the Note.

3. Applications of Raymeters. Unless applicable law provides otherwise, all payments received by lessees under partnerships 1 and 2 shall be applied to any pecuniary charges due under the Note; second, to amounts payable under paragraph 2.

Security Information

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 require or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender as the time of acquisition or sale as a credit against the sums secured by this

to Lander's necessary to make up the deficiency. However shall make up the deficiency in no more than twelve months, as Lander's sole discretion.

If the Funds held by Leader exceed the amounts permitted to be held by applicable law, Leader shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. Leader may so notify Borrower in writing, and, in such case Borrower shall pay not sufficient to pay the Escrow items which due, Leader may so notify Borrower in writing, and, in such case Borrower shall pay

rewards underwritten by the Bank, Lenders shall not be required to pay Royalties on any interest or earnings on the Funds. Royalties and Lenders may agree in writing, however, that interest shall be paid in the Funds. Lenders shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

The Escrow license, unless Lender pays Borrower's legal fees and applicable law permits Lender to make such a charge, however, Lender may require Borrower to pay an escrow charge for an independent real estate reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires Lender to be paid, Lender will not be liable for any attorney's fees or other expenses of the Buyer or Seller.

The Funds shall be held in an instant account whose deposits are insured by a federal agency, instrumentality, or entity (including  
lenders, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrow  
liens, Lender may not charge Bottowever for holding and applying the Funds, annually multiplying the escrow amount, or venturing

otherwise in accordance with applicable law.

1. Payment of Premium and Interest; Premiums 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 Expenses. 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 then be then payable over this Security Instrument as a loan on the Property; (b) yearly leasedhold payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly utility bills; (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 "Fees."

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related mortgage loan may receive from Borrower's escrow account under the Federal Home Loan Bank Board's Rules and Regulations for Escrow Account Practices Act of 1974 as amended from time to time (the "REFSPA"). Unless otherwise law, this applies to the Funds less a lesser amount, if so. Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, unless otherwise law, this applies to the Funds less a lesser amount of Funds due on the basis of current data and reasonable estimates of prepayments of future Events or

**ANSWER** This question concerns the concept of property.

**THIS SECURITY INFORMATION CONTAINS UNCLASSIFIED INFORMATION FOR RELEASE UNDER THE FOIA**

THIS SECTION APPLICABLE TO ALL CONTRACTS EXCEPT AS PROVIDED IN THE CONTRACT AGREEMENT.

...that can be charged to the property and that the property is used exclusively for the conduct of business or trade.

**NONMONETARY COLLECTABLES** The purchase of nonmonetary collectables is a common hobby among individuals.

THE PUPPETEER'S CONVERSATIONS WITH HIS SON, SOLEMNLY RECITED IN THE PRESENCE OF THE PROPERTY.

All of the above information is required to be included in the application for the program.

TOGETHER WITH THE MEMBERSHIP OF THE ASSOCIATION

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and 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 may, at 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 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 Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender 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 answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 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 immediately 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 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 Lender's Rights in the Property.** If Borrower fails to perform 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 Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

**8. Mortgage Insurance.** If Lender 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 insurance 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 pay 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 ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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Digitized by srujanika@gmail.com

13. 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 of a conflict of laws, the law of the state in which the Property is located shall apply. 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 deemed to be severable.

Instrument shall be deemed to have been given to Burmese or London when given as provided in this paragraph.

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

**Comments** A brief summary of what you have learned from your research.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a "ratable maximum loan charges," and this 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 shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from the borrower which exceeded permitted limits shall 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.

make any accommodations which regard to the terms of this Security Instrument or the Note which the Borrower's consent.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covinants 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 successors and assigns shall be joint and several. Any Borrower who co-signs this Security Instrument shall and forever be succeeded and superseded by his or her successors and assigns in the terms of this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to pay the sums secured by this Security Instrument; and (d) agrees that Lender and any other Borrower may agree to extend, modify, forgive or shorten the term of this Security Instrument; (f) it is not necessary absolutely obligable to pay the sum Borrower's interest in the Property under the terms of this Security Instrument; (g) it is not necessary absolutely obligable to pay the sum Borrower can but does not decide the Note; (a) is co-signing this Security instrument only to mitigate, limit and control the instrument but does not affect the Note;

In practice, many individuals do not receive the care they need. In particular, elderly people with dementia often do not receive the care they need.

Uncles Lester and Bonner were outliers, as far as the application of proceeds to principal was concerned or prospective Uncle Lester's monthly payments referred to in paragraphs 1 and 2 of change of the amount of such payments.

If this Property is a barn and by agreement, or if, after notice by Landor to Borrower that the condemned officer to make an award of specific claim for damages, Borrower fails to respond to Landor within 30 days after the date the notice is given, Landor is authorized to collect and apply the proceeds, at his option, either to restoration or repair of the Property or to the sum so secured by this Security Instrument, whether or not then due.

sums secured by this security instrument whether or not the sums are due.

whether or not licen~~s~~ shall be granted to Bontower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sum~~s~~ secured by this Security instrument immediately before the taking, unless Bontower and Lender otherwise agree in writing, the sum~~s~~ secured by this Security instrument shall be reduced by the amount of the proceeds multipled by the following fraction: (a) the total amount of the sum~~s~~ 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 Bontower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sum~~s~~ secured immediately before the taking, unless Bontower and Lender, after consulting with other~~s~~ providers, the proceeds shall be applied to the

In the event of a forced sale of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, shall be paid to Lender.

In conclusion, the process of any kind of communication, whether verbal or non-verbal, is a highly structured and conditioned act of communication. The process of any kind of communication, whether verbal or non-verbal, is a highly structured and conditioned act of communication.

9. **Implications**: Inspectors or managers may need to restructure efforts from time to time if inspection mode does not meet the needs of the organization.

payments may no longer be required, at the option of Lender, if a majority of instrument owners (in the manner and to the extent provided by law) so approve.

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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 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 advised 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:

02/24/1993

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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Form 3014 8/90

GRIL (L) 191061

Page 6 of 6

This instrument was prepared by  
Notary Public

My Commission Expires:

Given under my hand and official seal, this 11th day of July, 1982  
Signed and delivered the said instrument as NOTARY PUBLIC for the uses and purposes herein set forth.  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that JAYA A.  
Personally known to me to be the same person(s) whose name(s)

JAYA A. SHUJA AND JAYAN A. SHUJA, MARRIED TO EACH OTHER.  
, a Notary Public in and for said county and state do hereby certify that

County ss:

Borrower  
(Seal)Borrower  
(Seal)Borrower  
(Seal)

JAYAN A. SHUJA

Borrower  
(Seal)

JAYA A. SHUJA

Witnesses:

any other(s) executed by Borrower and recorded with it

BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverments contained in this Security Instrument and in

- [Check applicable box(es)]
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, they, coverments and agreements of each such rider shall be incorporated into and shall amend and supplement the coverments and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
- Adjustable Rate Rider
  - Condominium Rider
  - i-1 Family Rider
  - Planned Unit Development Rider
  - Race Improvement Rider
  - Second Home Rider
  - Officer(s) [specify]
  - Balloon Rider
  - V.A. Rider
  - Graduate Payment Rider
  - Biweekly Payment Rider
  - Race Home Rider

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Mail Code 2106  
One First National Plaza,  
Chicago, Illinois 60670  
Telephone: (312)732-4000

LOAN # 0000763545  
7818 W. VICTORIA  
CHICAGO, IL 60631

## LEGAL DESCRIPTION RIDER

LOT 16 IN BENSINGER'S CANFIELD RIDGE DEVELOPMENT SUBDIVISION, BEING A SUBDIVISION OF PART OF LOT 2 IN THE ASSESSOR'S DIVISION OF THE SOUTH 1/2 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

REAL ESTATE TAX I.D. # : 12-01-311-021

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