UNOFFICIAL COPY

5225 North Kedzie Avenue Chicago, Illinois 60625 (312) 588-7700 LENDE LENDER'

MORTGAGE

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GRANTOR ION JONG KOE SAE RYE KOE	BORROWER IOH JONG FOR SAE RYE KOH DEPT-01 RECORDINGS 147777 TRAN 0582 06/22/93 14:3 +7284 サ ニータ3ー4アムム1 COOK COUNTY RECORDER	
ADDRESS	ADORESS	
624 COBBLESTONE #D GLENVIEN, IL 60025 TELEPHONE NO. IDENTIFICATION NO. 708/299-72:0	624 COBBLESTONE #D GLENVIEW, IL 60025 TELEPHONE NO. IDENTIFICATION NO. 708/299-5210	

- s. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges. hereditaments, and appurten inc/s, seases, licenses and other agreements; rents, issues and profits, water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crups pertaining to the real property cumulatively "Property").
- 2. OBLIGATIONS, This Morgan and secure the payment and performance of all of Borrower and Grantor's present and future, indebtedness, liabilities obligations and ocvenants (cumulatively: "Chligations") to Lender pursuant to:
 - (a) this Mortgage and the following prunissory notes and other agreements:

RATE	CREDIT LIMIT	AGREEMENT DATE	MATURITY	CUSYOMER	LOAN
PILED	\$18,500.00	66/07/93	06/07/98	0000102429	
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foregoing);

b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing.

3. PURPOSE. This Mortgage and the Obligations described herein an exempted and incurred for PRRSONAL.

4. FUTURE ADVANCES. [1] This Mortgage secures the repayment of a law vinces that Lender may extend to Borrower or Grantor under the promise notes and other agreements evidencing the revolving credit loans described in para jraph 2. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obliquely for to be made at the option of Lender to the same extent as if such future advances were made on the date of the execution of this Mortgage, and althour if the may be no indebtedness outstanding at the time any advance. The total amount of indebtedness secured by this Mortgage under the prumissory notes and agreements described above may increase or paragraph 2, but the total of all such indebtedness so secured shall not exceed \$......

- 5. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all amounts expended by Lender to perform Grantor's covenants der this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited ic amounts expended for the payment of taxes, special sessments, or insurance on the Froperty, plus interest thereon
 - 6. CONSTRUCTION PURPOSES. If checked, This Mortgage secures an indebtedness for construction purposes
 - 7. REPRESENTATIONS, WARFANTIES AND COVENANTS. Grantor represents, warrants and covenants to lender that:
 - (a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference.
 - (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, Sishiarged, stored, or disposed of any "Hazardous Materials", as defined herein, in connection with the Property or transported any Hazardous Materials to Or from the Property. Grantor shall not cominit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any higardous waste, toxic substances or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum. (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls, (iv) those substances, materials or wastes designated as a hazardous substance. pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendment, or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a Thazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;
 - (c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance rule of law, contract or other agreement which may be binding on Grantor at any time.
 - (d) No action or proceeding is or shall be pending or threatened which might materially affect the Property;
 - (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage
- A. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.
- 9. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's finencial condition or the Property. In addition, Lander is authorized to provide oral or written notice of its interest in the Property to any third party.
- 10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance: (b) modify any without Lender's prior written consern, shall not: (a) collect any monies payable under any Agreement more than one month in advance. (b) motify agreement conserns the amounts payable thersunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

- 11. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. LETTER BIRD OF INDIFFE Grantor to notify any third party (including. 11. COLLECTION OF INDERTECRESS FROM THIRD PARTY. Lander shall be entitled to notify or fequire Grantor to notify any third party (including, but not fimited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any Indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances or the payment of expect to the Indebtedness following the giving of such notification or if the instruments or other remittances or the payment of expect to the Indebtedness following the giving of such notification or if the instruments or other remittances or the payment or their property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collict (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collected upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mist ke, omission or delay perceining to the actions described in this paragraph or any damages resulting therefrom. actions described in this paragraph or any damages resulting therefrom.
- 12. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed *, maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall : se the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lander's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lander, shall not be removed without Lander's prior written consent, and shall be made at Grantor's sole expense.
- 13. LOSS OR DAMAGE. Granter shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, Granter shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.
- 14. INSURANCE. Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theft. flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are aftered or cancelled in any manner. The insurance policies shall name Lender as a mortgage and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire may apply the insurance proceeds to the repair of the Property or required by lender, and or the property apply the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain insurance, Lend's (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance or it shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any noticy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance instance policies, cancering are notice of encorang crantor's hairs on any oral or registrate instance in some proficies shall be constantly assign as pledged and delinered to Lender for further securing the Obligations. In the event of ioss, frantor shall immediately give Lender written notice and funder is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Finder shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild and restore the Property.
- 15. ZONING AND PRIVATE COVENANT. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior writtin, consent. If Grantor's use of the Property Econnes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes in the zoning provisions or private covenants affecting the Property
- 16. CONDEMNATION. Granter shall immediately provid; Lender with written notice of any actual or intreatened condemnation or eminent dornain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender's the payment of the Obligations or the restoration or repair of the Property. In any event Grantor shall be obligated to restore or repair the Property.
- 17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Granty, increby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromit a or cettle any claim or controversy pertaining thereto. Lender shall not be liable to Crantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lander from taking the actions described in this paragraph in its own name. Grantor shall cooperate and assist Lender in any action hereunder
- 18. INDEMNIFICATION. Lender shall not assume or be responsible for the purificanance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its sharehold; in directors, officers, employees and agents with written notice of and indemnity and hold Lender harmless from all claims, damages, labilities (including interropy) fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel acceptable to Lender to defend from such Claims, and pay the costs incurred in Charaction therewith. In the atternative, Lender shall be entitled to employ its own legal or unsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnity Lender shall survive the termination, release or foreclosure of this Mortgage.
- 19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium. These and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of laters, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so half to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.
- 20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its at entato examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Cantor shall provide any assistance required by Lender for these purposes. At of the signatures and information contained in Grantor's books and record is hall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pixtaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial rundition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information burished by Grantor to Lender shall be recorded at such time, and shall be rendered with such frequency. information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses. set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.
 - 22. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of any Obligation:
 - (a) fails to pay any Obligation to Lender when due;
 - (b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or oral, agreement;
 - (c) allows the Property to be damaged, destroyed, lost or stolen in any material respect;
 - (d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender:
 (e) allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which is illegal; or
 - (f) causes Lander to deem itself insecure in good faith for any reason.
- 23. RIGHTS OF LENDER ON DEFAULT. It there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law);
 - (a) to declare the Obligations immediately due and payable in full;
 - (b) to collect the outstanding Obligations with or without resorting to judicial process;
 - (c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;

 - (d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
 (e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property; (f) to foreclose this Mortgage;
 - g) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
 - (h) to exercise all other rights available to Lender under any other written agreement or applicable law.

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

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State of Tilling's UNOFFIC	ALCOPY:
County of C ~ K	County of
public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that	The loregoing instrument was acknowledged before me this
personally known to medo be the same person \$\frac{\cupec}{2}\$ whose name \$\frac{\cupects \cupects}{2}\$ subscribed to the foregoing instrument, appeared before mother this day in person and acknowledged that \$\frac{\cupects}{2}\$ he \$\frac{\cupects}{2}\$ free signed, essled and delivered the said instrument as \$\frac{\cupects \cupects}{2}\$.	85
and voluntary act, for the uses and purposes herein set forth.	on behalf of the
Given under my hand and official seal, this 7th day of 793 Notary Public,	Given under my hand and official seal, this day of
	Notary Public
Commission expires: Commission expires: Commission expires: Commission expires: Commission expires: Commission expires: Commission expires: Something deplace ex-commission expires: SCHEI	OULE A

The street address of the Property of applicable) is: 624 COBBLESTONE FO GLENVIEW, IL 60045

Permanent Index No.(s): 04-32-402-035-1094

The legal description of the Property is:

ITEM 1:
UNIT 76 AS DESCRIBED IN SURVEY DELIFICATED ON AND ATTACHED TO AND A PART OF A DECLARATION OF CONDOMINIUM OWNERSBYF REGISTERED ON THE 18TH DAY OF APRIL, 1975 AS DOCUMENT NO. 2803377.
ITEM 2:
AM INDIVIDUAL CONTRACTOR OF

AN UNDIVIDED .6785% INTEREST (EXCEPT THE JNI'S DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES: THE SOUTH 672.0 FEET OF THE EAST 658.48 FEET OF THE WEST 30 ACRES OF THE SOUTH HALF OF THE SOUTHHAAST QUARTER OF SECTION 32, TOWNSHIP 42 WORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREPRO), THE NORTH 132.0 FEET OF THE EAST 329.20 FEET THEREOF AND EXCEPT THE NORTH 172.0 FEET OF THE SOUTH 415.0 FEET OF THE EAST 164.60 FEET THEREOF). OFFICE

SCHEDULE B

FIRST MORTGAGS WITH FOSTER BANK



This instrument was prepared by: DON KIN - FOSTER BANK 5225 N. KEDZIE AVE. CHICAGO, IL 60625

After recording return to Lender.

25. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lander.

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ND OTTER

24. WAIVER OF HOMESTEAD ntitled under any applicable law.

28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including brings) fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.

28. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Morigage and the sale of the Property shall be applied in the folk-wing manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs: then to reimburse Lender for its expenses and costs of the sate or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the roperty, (including, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the

mytions to which Grantor would out anwise be

29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lander shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mongage. The poverer of attorney of the pale graph are coupled with an interest and are irrevocable BOO DUCK YE

30. SUBROGATION OF LENDER. Lander shall be subrogated to the rights of the holder rights of the holder rights are under shall be subrogated to the rights of the holder rights are under shall be subrogated to the rights of the holder rights are under shall be subrogated to the rights of the holder rights are under shall be subrogated to the rights of the holder rights are under shall be subrogated to the rights of the holder rights are under the same of the rights of the holder rights are under the same of the rights of the holder rights are under the rights of the holder rights are under the rights of the holder rights are under the rights of the holder rights are under the rights of the holder rights are under the rights of the holder rights are under the rights of the rights of the rights are under the rights are under the rights of the rights are under th

31. COLLECTION COSTP. It Lander hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage. Grantor agrees to pay Lender Vir annable attorneys' fees and costs.

32. PARTIAL RELEASE. LANT. may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining printion of the Property. Except as provided in paragraph 25, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.

33. MODIFICATION AND WAVER. The modification or waiver of any of Granton's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender, Under may perform any of Grantor's Obligations or delay or fail to exercise any of its rights without .ausing a waiver of those Obligations or rights. A waiver in one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, our promises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.

34. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, policy all representatives, legistees and devisees

35. NOTICES. Any notice or other communication to be ployided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties mry pesignate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after our notice is sent and on any other such notice shall be deemed given when received by the person to whom such notice is being given

36. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and

37. APPLICABLE LAW. This Mortgage shall be governed by the laws of this strite where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state

38. MISCELLANEOUS. Grantor and Lender agree that time is of the esserice. Cite for waives presentment, demand for payment notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to this! by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage and any related documen a represent the complete integrated understanding between To the contract of the contrac Grantor and Lender pertaining to the terms and conditions of those documents.

39. ADDITIONAL TERMS.

Grantor acknowledges that Grantor has read, understands, and agrees to the terms a	ind conditions of this Mortgage.
Dated: JUNE 7, 1993	•

Grantor: Ion Johg Koe	GRANTOR: SAE RYE KOH
Ondalo	SAE RYB KOB WIPB
ION JONG ROH HUSBAND	SAE RYE KOH
GRANTOR:	GRANTOR:
SPANTOR	GRANTOR
GRANTOR:	GRANTOR: 4