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MORTGAGE

Loan # 1854405

93569-186

THIS MORTGAGE ("Security Instrument") is given on July 7, 1993
JOHN A. OSTMAN and SUELA D. OSTMAN, HUSBAND AND WIFE

(*Borrower"). This Security Instrument is given to
SUN MORTGAGE CORPORATION

DEPT-01 RECORDINGS \$31.50
TM99999 TRAN 9492 07/22/93 09:35:00
#0540 # 44-193-567486
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose
address is 1306 NORTH ROSELLE ROAD, SCHAUMBURG, ILLINOIS 60195

(*Lender"). Borrower owes Lender the principal sum of
one hundred twenty-three thousand and
no/100— Dollars (U.S. \$ 123,000.00).

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 August 1, 2023. 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 7 IN BLOCK 3 IN PLUM GROVE CREEK, PHASE 1, BEING A SUBDIVISION IN THE
SOUTHWEST 1/4 OF SECTION 27, AND THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP
42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
PLAT THEREOF RECORDED SEPTEMBER 19, 1977 AS DOCUMENT 24111251, IN COOK
COUNTY, ILLINOIS.

PIN 02-27-306-006
which has the address of
Illinois 60008
(Zip Code)

2601 DEERFIELD LANE
("Property Address")

ROLLING MEADOWS (Street, City),

3/PAE

382-6056

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Form 3014 S/80

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Date (mm/dd/yyyy)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtelements, and fixtures now or heretofore in part of the property. All replacement parts and addititions 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 seized of the entire hereby covered and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, 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 several instruments for national use and non-national coverages with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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 INSTRUMENTS. 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 flood insurance premiums, (b) yearly leasehold payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly fire insurance premiums, (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 "Fees".
Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally chartered savings institution, or a bank or trust company, may require to pay a one-time charge for an independent real estate tax reporting service. However, Lender may require Lender to pay a one-time charge for an independent real estate tax reporting service in connection with the Escrow Items. Unless Lender retains Borrower's interest in the Funds and applies law permitting Lender to make such a charge, Lender may not charge Borrower interest on the Funds and applies law permitting Lender to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, usually multiplying the escrow account, or Escrow Items, including Lender's share of the Funds held by Lender, to the Funds was made. The Funds are pledged as additional security for all sums 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 twelve months after the date of the note to make up the deficiency in no more than twelve months of payment, at Lender's sole discretion. Upon payment in full of all sums secured by this Security Instrument, Lender shall pay to Borrower any amount necessary to make up the deficiency. Borrower or shall make up the deficiency in no more than twelve months after the date of the note to make up the deficiency. Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to pay this Escrow Item, less the amount of applicable law. If the amount of the Funds held by Lender is not sufficient to pay this Escrow Item, Lender shall be liable for any deficiency in no more than twelve months of payment, at Lender's sole discretion. Funds held by Lender in the time of acquisition or sale of a credit against the acquisition or sale of the Property, shall apply to any Funds held by Lender at the time of acquisition or sale of a credit against this Security Instrument. 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts due under paragraph 2;

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 4. Charges; Lenders, Borrower shall pay all taxes, assessments, charges, fines and impositions assessable to the Property third, to interest due, fourth, to principal due, and last, to any late charge, as due under the Note.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. To the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them in the manner which may allow priority over this Security Instrument, and cascading payments of ground rents, if any. Borrower shall pay which may affect the holder of the Note in a number acceptable to Lender's option open to prevent the defalcation of the Note, or defalcation of the instrument of the Note, legal proceedings which in the Note Lender's option open to good faith the Note writing to the payee of the obligation secured by the Note in a number acceptable to Lender; (b) contains in good faith the Note writing to the payee of the obligation secured by the Note in a number acceptable to Lender; (a) agrees in this Security Instrument, Lender may give Borrower a notice identifying the Note. Borrower shall satisfy the lien or take one of the actions set forth above within 10 days of the giving of notice.

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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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(DRAFT) Edition

Form 301A /80

16. Borrower's Copy. Borrower shall be given one confirmed copy of this Note and of this Security instrument.

to be severable.

given effect without the conflicting provisions. To this end the provisions of this Security instrument and this Note are declared conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or this Note are declared jurisdiction in which the Property is located, in the event that any provision of clause of this Security instrument or the Note can be disregarded.

15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the State security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this address Borrower addresses Borrower designee by notice to Lender. Any notice shall be given by first class mail to or any other address it may use of another method. The notice shall be directed to the Proprietary Address if by first class mail unless applicable law requires use of another method. The notice shall be given by mailing preparation 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 payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct to the permitted limit; and (b) any sum already collected from Borrower which exceeds paid limits will be reduced to loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan charges.

13. Loan Charges. If the loan secured by this Security instrument is subject to the Note without liability to Borrower, make any accommodations with regard to the terms of this Security instrument or the Note without liability to Borrower.

Borrower,'s interest in the Property under the terms of this Security instrument or (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or secured by this Security instrument; and (d) is not personally obligated to pay the sums Borrower,'s proceedings against the Note; (e) is co-signing this Security instrument only to mortgage, grant and convey that instrument but does not execute the Note; (f) is co-signing this Security instrument only to Borrower who co-signs this Security paragrap 17. Borrower's covenants and benefits the successors and assigns of Lender and Borrower, subject to the provisions of Security instrument shall bind and benefit the successors and assigns of Borrower and Borrower, subject to the time of modification of successive and Assigments Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this instrument shall be effective until remedied.

11. Borrower Not Released; Forfeiture of Waiver. Extension of the time for payment of modification of the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of each payment. Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or successions in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the sums secured by this Security instrument or release to Lender the note.

of the sums secured by this Security instrument or reason of any demand made by the original Borrower or Borrower's documents proceedings against any successor in interest or refuse to extend time for payment shall not be required to assume the liability of the original Borrower's successors in interest. Lender shall not be liable to Lender to release the sums secured by this Security instrument or to any successor in interest. Lender to any successor to Borrower shall not operate to release the liability of the original Borrower, except to pay the note is given, award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given, if the property is immediately by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award to Lender is authorized to collect, and apply the proceeds, either to resolution or repair of the Property or to the sums secured by this Security instrument whether or not the note due.

If the amounts secured by this Security instrument before the taking, divided by the fair market value of the property before the taking, unless Borrower and Lender otherwise agree to withhold or unless applicable law otherwise provides, the proceeds shall marking, unless Borrower and Lender otherwise agree to take the taking less than the amount of the sums secured immediately before the taking, to Borrower, in the event of a partial taking of the property in which the note. before the taking, Any balance shall be paid to Borrower, in the event the note is taken before the taking, divided by (b) the fair market value of the amounts secured immediately before the taking, divided by the following fractions: (a) the total this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree to the taking, the sums secured by the market value of the Property immediately before the taking, unless Borrower and Lender than the amount of the sums secured by the note whether or not the note due, with any excess paid to Borrower, in the event of a partial taking of the property in which the note.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, shall be paid to Lender.

10. Condemnation. The proceeds of any award of the Property, or for conveyance in lieu of condemnation, are hereby assigned and condemnation or other taking of any part of the Property, or for claim for damages, direct or consequential, in connection with any market value of the Property immediately before the taking, unless Borrower and Lender than the amount of the sums secured by the note whether or not the note due, with any excess paid to Borrower, in the event of a partial taking of the property in which the note.

Borrower notice at the time of or prior to an insurance specifying reasonable causes for its inception. In inspection, Lender or its agent may make reasonable inspections upon and inspections of the Property, Lender shall give insurance cards in accordance with any written agreement between Borrower and Lender of applicable law.

the premises required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender requires) provided by an insurer appraised by Lender against premises available and is obtained. Borrower shall pay premiums may no longer be required, at the option of Lender, if mortgagor insures this insurance coverage (in the amount and for the period

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17. Transfer of the Property or 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 terms 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, ether 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.

Form 3014 9/90

Initials: *[Signature]*

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Form 3014 8/90

GRILL 18101

This instrument was prepared by **MARY COMMISSION EXPRESSES** 7/11/95

NOTARY PUBLIC STATE OF ILLINOIS

KRISTEN ANN NIAZI
OFFICIAL SEAL

My Commission Expires:

July Public

Given under my hand and official seal, this

7th

day of July, 1993

Signed and delivered the said instrument free and voluntary act, for the uses and purposes herein set forth.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

personally known to me to be the same person(s) whose name(s)

JOHN A. OSTMAN and SANDRA D. OSTMAN, HUSBAND AND WIFE

I, **The undersigned**,
of **COOK County ss:**
a Notary Public in and for said County and State do hereby certify

Social Security Number _____
Borrower _____
(Seal) _____

Social Security Number **354-50-7086**
SANDRA D. OSTMAN, HUSBAND AND WIFE
Borrower _____
(Seal) _____

Social Security Number **340 60 4383**
JOHN A. OSTMAN
Borrower _____
(Seal) _____

Witnesses:
to any rider(s) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

24. Rider(s) in this Security Instrument. If one or more riders are executed by Borrower and recorded together with the instrument, the coveralls and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
- (Check applicable box(es))
- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] | <input type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> GRADUALIZED PAYMENT RIDE | <input type="checkbox"/> STANDARD RATE RIDER | <input type="checkbox"/> |

Security instrument, the coveralls and agreements of each such rider shall be incorporated into and shall amend and supplement the instrument as if the rider(s) were a part of this Security Instrument.

RECORD AND RETURN TO:
SUN MORTGAGE CORPORATION
1306 NORTH ROSEVILLE ROAD
SPRINGFIELD, ILLINOIS 60195

MAIL TO

656-5566