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STATE OF ILLINOIS

FHA MORTCAGE

THIS MORTGAGE ("Security Instrument") is given on

The Mortgagor is Machael R. Blazick, a siegle person 304 Kenneth Circle Fight, IL 60120

This Security Instrument is given to

The Alexis Group

which is organized and existing under the laws of Illinois, and whose sadress is 2915 South Arlington Heights Road, Suits 129 Artington Heights, II. 60005

Borrower owes Lender the principal sum of flicty Six Thousand One Hundred Seventy The and no/100

This debt is evidenced by Borrower's note dated (se some date as this flecurity Instrument ("Note"), which provides for ston navments, with the full debt, if not paid earlier, due to rayable on April 1, 2023. This Security Instrument secures to Lea (a) the repayment of the debt evidenced by the Note, wile interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c), performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borro does hereby great and convey to Leader, the following described pulperty located in Cook County, Blinois:

SEER EXPURIT "A" ATTACHED HERETO AND MADE A PAZ NERBOF FOR ALL PURPOSES:

304 Kenneth Circle.

[Street]

[City]

IL.

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DEPT-01 REI DROTHG

751111 Tranc 8822 03/18/93 10:20:00 19610 \$ 120:00

COOK COUNTY MECGROER

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TOCKTIMER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Berrower is lawfully seized of the estate hereby conveyed and has the right to 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.

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied again. (b) Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly instruct for items (c), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accounted by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b) and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the describes of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by I or over for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance pre nium to the Secretary, each monthly payment shall also include either:

(i) an installment of the annual mortgage insurance premium to be prid by Lender to the Secretary, or (ii) a morthly charge insurance a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the dath the full annual mortgage insurance premium is due to the Secretary, or deals Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b) and (c) and any recrease insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excress funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be excited with any balance remaining for all installments for items (a), (b) and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender, as follows:

FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

SECOND, to any taxes, special assessments, less chold payments or ground rents, and fire, flood and other areard insurance premiums, as required;

THIRD, to interest due under the Note;

POURTH, to amortization of the principal of the Note;

PIFIH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against ions by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

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in the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or say part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclesure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

- S. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lenscholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the ensection of this Security Instrument and strategy defendings to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary defendings this requirement willoanse undue hardship for Borrower, or unless extenuating sircumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may import the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the title shall not be merged unless Lender agrees to the merger in writing.
- 6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not increased in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing them payments.

If Becrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security leatrument, or there is a legal paragraph that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce tay or regulations), then Londer may do and pay whatever is accessary to protect the value of the Property and Lender's rights in the Property including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Londer under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, with Note rate, and at the option of Londer, shall be immediately due and payable.

- 7. Condemnation. The proceeds of any award or claim for damages, direct c. son equential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation) are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security is structured, first to any delinquent assesses applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application, of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2 or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the 25 o and this Security instrument shall be paid to the entity legally entitled thereto.
- S. Fees. Lender may collect fees and charges authorized by the Secretary.
  - 9. Grounds for Acceleration of Deht.

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(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require framediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

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| PACTURPIL.CUS<br>Numb Growner Springs, Inc.  | Tige 3 of 6        |      | HUD Martings Form 5/91 |
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- (ii) Borrower defaults by falling, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
- (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:
  - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
  - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) No Walver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of plyment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorizy, acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) Mortgage No. insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any eathorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, his craim may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower's level tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the fore losure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it accurae shall remain in effect of the Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has the proceedings within two years immediately preceding the commencement of a report foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Berrower Not Released; Ferhearance By Lender Not a Walver. Ext noise of the time of pay; sent 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 successor in interest. Lender all all 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 pragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but do a covered the Note:

  (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property cover 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. 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 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.
- 14. Governing Law; Severability. This Security Instrument shall be governed by Pederal 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

| PACTOSSIL.CUS<br>Vignal Dynamic System, Inc. | Page 4 of 6              | HUD Mortgage Porm 5/91 |
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| (a) red in this Security Transmit and in any rider(a)  | o aggress out of secting bear                         |  |   |                  |
|  | Z Growing Equity X [ ] Growing Educity [ ]            |  | ) Condominium Rider<br>K) Planned Unit Develo               | 2                |
| be by Borrower and recovers together with this Security and aball amond and configuration for applicable box(es)]. | oui betaroqroomi ed llad<br>o rtaq a mi erew (e)robir | is rabit dous dose<br>adhli as taomar: | ent, the coverants of control insteads of this Security Ins | muradi<br>Məyişt |
| exemption in the Property.   | basissoned to Idgis Ils se                            | Borrower waiv                          | . Waiver of Homestead                                       | 51               |
| memirism triument this Security Instrument   |   |  | charge to Borrower. B                                       |                  |
| thempress the design light and to the property   | all unicrease alids and hearten                       | an according to the                    | muse and a season of 1                                      | <b>3</b> E       |

17. Foreclosure Procedure. If Lender requires immediate payment's full under paragraph 9, Lender zany invoke the power of and any other remedies permitted by applicable law. Lender should be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not kirited to, rememble attorney's fees and costs of title

Lender shall not be required to cater upon, take oc.arr.) of or maintain the Pròpòry before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver (a) do so at any time there is a breach. Any application of rests shall not our or waive any default or invalidate any other right or remody c. Lender. This assignment of rests of the Property shall terminate when

It Lender gives notice of breach to let were (a) all rents received by Borrower as training for benefit of the Lender entitle to the sums new receive all of the Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenns of the Property; and (c) each tenns of the Property; and (c) each tenns of the Property and unpaid to Lender or Lender's agent on Lender's

confilier shall not a feel other provisions of this Scourity leavenment to the Note which can be given effect without the conflicting provision.

ie, Assignment of We is. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower or Lender's agents to other the rents and revenues and hereby directs each tenast of the Property to pay the focurity instrument, Borrower's however, prior to Lender's notice to Borrower's breach of any covenant or agreement in the Security instrument, Borrower's however, prior to Lender's and revenues of the Property as transfer for the benefit of Lender and service an absolute and revenues of the Property as transfer for the benefit of Lender and European and revenues of the Property as transfer of Lender and Lender and revenues of the Property as transfer of Lender and Lender's and revenues of the Property as transfer of Lender and Lender's and Lender and Lender's and Lender's and Lender and Lender's an

Borrower has not executed any prior assignment of the rents and has not and will not perform any set that would provent Lender

NON-UNIFORM COVENANTS. Borrower and Londer further or sensus and agree as follows:

15. Borrower's Carry Sorrower shall be given one conformed copy of this Security Instrument.

To this end the provide is of this Security Instrument and the Note are declared to be severable.

the debt secured by the Security Instrument is paid in full.

from exercising its rights under this penegraph 16.

written demand to the tenant.

HUND Monteness Form Style

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| 2 so   | ANNETTE W. HICKS Hotary Public, State of Hilm My Commission Expires 6/11) |
| Christing Williams   | "OFFICIAL SEAL  |
|  | My Commission expires: 6-17-96  |
| . this 3RD day of MARCH , 19 93  | Given under my hand and official seal                                     |
|  |   |
| sered before me this day in person, and acknowledged that he             |   |
| , personally known to me to be the same person(s) whose name(s) HE       | '.0   |
| A Motery Public in and for said county and state, do hereby cortify that | I, THE UNDERSIGNED  |
| County se:   | STATE OF ILLINOIS,  |
| (SEAL) Bottower  | 'C  |
|  |   |

This instrument was propered by Mortgage Document Services, inc., 3003 Chimney Rock, Suits 380, Houston, Texas 77056-6239; Teighons No. (713)

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EXHIBIT "A"

LOT 504 IN LOT 7 IN KENINGTON SQUARE FIRST ADDITION, 1: BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 26499958, AS AMENDED BY DOCUMENT NO. 26573744, IN COOK

COUNTY, ILLIEGIS. PARCEL 2: EASEM EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS DOCUMENT NO. 25442191 AND AMENDED BY INSTRUMENTS RECORDED AS DOCUMENT NO. 25523804, 25881668, AND 26573744 AND AS AMENDED FROM TIME TO TIME. A Property of County Clerking Clerking

### UNOFFICIAL COPY AFHA Case No. 131-7009846

#### PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this third day of March, 1993, and is incorporated into and shall be deemed to smend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date, given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

The Alexis Group

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

304 Kenneth Circle Rich. IL 60120 [Property Address]

The Property is part of solumed unit development ("PUD") known as:

Kenington Square First Addition [Name of Planned Unit Development]

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

- So long as the Owners' Association (or (quivilent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blacket" policy insuring all property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is estisfactory to Lender and provide insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other branchs included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Londer waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragram's 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the axt of that the required coverage is provided by the Owners' Association policy. Borrower shall give Lander prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a kazard. 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 a see 40-1 facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for collication to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- Borrower promises to pay all does and assessments imposed pursuant to the legal instructures creating and governing the PUD.
- If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any increase disbursed by Lender under this paragraph C 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 five the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lepder to Borrower requesting peyment.

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

| (Seal)           | (Seel)    | Blance | white             |
|------------------|-----------|--------|-------------------|
| -Borrowe         | -Borrower | N      | Michael A. Marick |
| (Seal) -Borrower | -Borrower |        | <del></del>       |
|                  |           |        |                   |

ude Class and Statement, Res. FED\_FUD.MFA

PELA PUID BALL (SMI)