INOFFICIAL

TCF Bank Illinois 420 Kensington #320 Oakbrook, IL 60521

TOF BANK ILLINOIS FEB

1440 WEST NORTH AVENUE MELROSE PARK, IL 60160

MORTGAGE

day of

THIS MORTGAGE is made this 19TH

19 94, between the Mortgagor, WILL TAM A JACKSON AND CLARA K JACKSON, HUSBAND AND WITHE (herein "Borrower"), and the Mortgagos. WIFE

, a corporation organized and

TOF BANK ILLINOIS FSB existing under the laws of THE UNITED STATES OF AMERICA

55402 whose address is 801 MARQUETTE AVE, MINNEAPOLIS, MN

(herein 'Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. 5 74,220,35 1994 and extensions and renewals which indebted us s evidenced by Borrower's note dated JULY 19 thereof (herein "Nor2"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, die and payable on JULY 25, 2009

TO SECURE to Lendar, the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenant, and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK Illinois:

LOT & (EXCEPT THE EAST 46 FEET AND EXCEPT THE EAST 48 FEET THEREOF) IN BLOCK 4 IN O COMMOR'S ADDITION TO BELLUCOD, A SUBIDIVISION OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 16. TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL HERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 15-16-106-038-0000

DEPT-D1 RECORDING

T\$0000 TRAN 8779 07/27/94 11:42:00 \$3432 \$ CJ *-94-65898

*-94-658989 COOK COUNTY RECORDER

Clart's Orgina

RIDER ATTACHED HERETO IS MADE A PART HEREOF.

which has the address of 3325 WILCOX ST.,

BELLWOOD

60104

[Street]

[City]

Illinois

(herein "Property Address");

(Zig Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights. appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are

hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands. subject to encumbrances of record.

ELLINOIS_HOME IMPROVEMENT-1/80-FRMA/FHLMC UNIFORM INSTRUMENT

LND 35 (6/87) IL

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may agree in writing at the time or execution or this Mongage that interest on the Funds shall be paid to Borrower, and uniess such agreement is made or applicable law regulres such interest to be paid, Lender shall not be required to pay Borrower any interest or carriers on the funds Ler dir shall give to Borrower without theree, an annual accounting of the Funds showing credit, and detire to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lander may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender. Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds

held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes. assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and laste told payments or ground rents, if any,

5. Huzard Insulance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by thre, hazards included within the term "extended coverage", and such other hazards as Lander

may require and in such amounts and for such periods as Lender may require.

The Insurance carrier revolding the insurance shall be chosen by Borrower subject to approval by Lender: provided. that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lander, Lender may make

proof of loss if not made promptly by Bor rower

If the Property is abandoned by Borrover, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property

or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; . - seholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrows chall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominion or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower falls to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lenger; interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such (Ime as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest increon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower inquesting payment thereof.

Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor

related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Morigage.

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- 10. Berrower Net released; recharance by Londer Net a waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lander to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lander and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note. (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lander under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lander and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Portower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be derived to have been given to Borrower or Lender when given in the manner designated herein.

- 13. Governing Taw, Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Stoperty is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys" fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrewer's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Bo ro ver shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. Transfer of the Property. If Borrower sells or 'ransfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage. (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase. Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower, will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted. Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower ray pay the sums declared due. If Borrower falls to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows

- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrover's oreach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any rums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the retice is mailed to Borrower, by which such breach must be cured; and (4) that fallure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach. Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage it: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lander's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as If no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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Upon acceleration under paragraph 17 hereof or abandonment of the Property. Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

26. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without

charge to Borrower. Borrower shall pay all costs of recordation, if any,

21. Walver of Homestead. Rorrower hereby waives all right of homestead exemption in the Property.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

default under the superior encumbrance and of a	ny sale or other loreclosure action.	
In WITNESS WHEREOF, Borrower has ex	ecuted this Mortgage.	
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70	WILL TONE & LACTUREDING	_
	Holara & Jackson	Bette nat
<i>y</i>	CLARA K JACKSON	- Barsower
STATE OF ILLINOIS. COOK	County ss:	
1, Cynthio G. Gattle 5 WILLIAM A JACKSON AND CLARAK To personally known to me to be the same person(s) we appeared before me this day in person, and acknown the free voluntary act, for the uses and purposes to	los' rame(s) ARE subscribed to the fo owledged that The Y signed and delivered th	pregoing instrument.
Given under my hand and official seal, this	19TH day of JULY	, 1994
" OFFICIAL SEAL " CYNTHIA G. GATTIES NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11/13/95	Notary Public Mary Public	
		Tico .
(Space Below 1)	his Line Reserved For Landar and Recorder)	

Property of County Clerk's Office

1420 Kensington #320 VARIABLE RATE RIDER

Oakbrook, IL 60521

, 19 94 JULY 19TH THIS VARIABLE RATE RIDER is made this day of and is incorporated into and shall be deemed to amend and supplement the Morigage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Consumer Loan and Security Agreement to

TOF BANK ILLINDIS FEB (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

3325 WILCOX ST., DELLWOOD, IL

(Property Address)

The Note contains provisions allowing for changes in the interest rate whenever the "index rate" changes, and for annual adjustments to Borrower's payment amount, adjustinents in the loan term or adjustment to Borrower's final payment amount.

ADDITIONAL COVEN INTS.

In addition to the are sugarts and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows

CHANGES IN PAYMENT SCHEDULE DUE TO INTEREST RATE CHANGES.

%, and also provides for changes in the interest rate The Note provides for an itatir, annual interest rate of 9.65 and payment schedule as follows:

Borrower's rate will be a variable an number of 2.40 % in excess of the highest U.S. Prime Rate published daily in the Wall Street Journal under "Money Rate" (the "index rate"), If the index becomes unavailable, Lender will select, to the extent permitted by applicable laws and regulations, some other interest rate index that is comparable to the index and will notify Borrower of the change. Lender will recalculate and reset the annual interest rate each business day (excludes Saturday, Sunday and legal holidays), to reflect changes in the index rate. To figure the Annual for entage Rate, Lender adds 2 40 percentage points to the index in effect percentage points to the index in effect the previous business day. Lender will change the Annu I Percentage Rate on the first business day (excludes Saturday, Sunday and legal holidays) following the day that the index change is publicar 1 The interest rate will never be more than 19.00 % per year or less than 9,60%Ger year. The interest rate in effect on the date 120 days before the final payment is due will be the rate Lender charges after that date

[X] Borrower's monthly payment will change annually on each engineers any date of the first payment due date, Lender will determine the amount of the monthly payment that would be large enough to very the unpaid principal balance of the Note plus interest on that amount in full by the final payment due date. Lender will give to Borrow cartotice of any changes in the monthly payment at least 25 days (but no more than 120 days) before the date when the change becomes effect; e.) ender will use the interest rate in effect on the date shown in the notice of payment change (referred to below) to make this calculation. It the Note has not been paid in full by

, Borrower will pay the remaining unpaid refucipal and accrued interest in full on that date. **JULY 25, 2009** Borrower will continue to make regular monthly payments until the unpaid pri an, at and interest due under the Note have been paid in full. Interest rate increases may extend the original payment schedule. If the N ite has not been paid in full by

, Borrower will pay the remaining unpaid principal and accrued interest in full on that date. Borrower's final payment will be adjusted so that the unpaid principal and interest due under the Note will be paid in full.

Lender will give to Borrower a notice at least once each year during which an interest rate adjustment is implemented without an accompanying change in the amount of the monthly payment. The notice will include the current and price interest rates, a statement of the loan balance and other information required by law and useful to Borrower. LOAN CHARGES.

If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and 🚉 🔊 is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums at only collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by resuches 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 under the Note.

LEGISLATION. If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Security Instrument or this Variable Rate Rider (other than this paragraph) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Variable Rate Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable.

IN WITNESS WHEREOF Borrower has executed this Variable Rate Rider. (Seal) (Scal)

> (See!) - 24 LMO 0067 (SAR2)

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TOP GARD UNOFFICIAL COPY
1420 Kensington #320
Oakbrook, IL 60521

DUE-ON-TRANSFER RIDER

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

This Due-On-Transfer Rider is made this 19TH day of JULY , 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security

Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to TCF BANK TLLINOIS FSB

(the "Londer")

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

3325 WILCOX ST., BELLWOOD, IL 60104

(Property Address)

AMENDED COVENA (T. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lendor further covenant and agree as init. 40:3:

A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 16 of the Security instrument is amended to read as follows:

16. Transfer of the Property or a Beneficial Interest in Borrower, If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) wil nout Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances. (c) a transfer by devise, descent or by operation of law upon the death of a joint senant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Security Instrument to Y. Immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Purro ver notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to available the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender. (4) changes in the term, of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest sate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement; that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Section in Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender re 🕶 ses Borrower in writing.

IN WITNESS WHEREOF, Borrower has executed this Duc-On-Transfer Rider.

___(Seal)

___(Seal)

LARA K. JACKSON

Barrowe

Property of Coot County Clert's Office

Recollect **946**58889