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FIRST NATIONAL BANK OF EVERGREEN PARK 4900 WEST 95TH STREET OAK LAWN, ILLINOIS 60453

AUGUST 1, 1994

ARRIGNMENT OF BENTS

KNOW ALL MEN BY THESE PRESENTS that PERCY MOSS AND CLOTEE M. MOSS, husband and wife,

(heremaster called "First Party"), in consideration of One and 60/100 Dottar (\$1.00), to it in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged and confessed, does hereby assign, transfer and set over unto
FIRST NATIONAL BANK OF EVERGREEN PARK,

existing under the laws of the United States of America, its successors and assigns (hereinafter called the "Second Party"), all the rents, earnings, income, issues and profits of and from the real estate and premises hereinafter described which are now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or verbal, or any letting of, possession, or any agreement for the use or occupancy of, any part of the real estate and premises hereinafter described, which said Virst Party may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to it by the Second Party under the power herein granted: it being the intention hereof to make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Second Party herein, all relating to the real estate and premises in the County of Cook, State of Illinois, and described as follow), to wit:

Parcel 1: The South 30 Feet of Lot 10 in 51 ... 6 in Bartlett's Wentworth Avenue and 95th Street Subdivision of South East 1/4 of Section 4, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: The North 1/2 of the North 1/2 of Lot J iv. Block 6 in Bartlett's Wentworth Avenue and 95th Street Subdivision of South East 1/4 of Section 4, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Identification # 25-04-408-026-0000 & 25-04-408-027-0000

Common Address: 9311-13 South Wentworth, Chicago, Illinois (9619

hereby releasing and waiving all rights, if any, of First Party under and by vir ic of the Homestead Exemption Laws of the State of Illinois.

FIRST NATIONAL BANK OF EVERGREEN PARK, 4900 AT ST 95TH STREET, OAK LAWN, ILLINOIS 60453 as Mortgagee, dated August 1, 1994, and filed for record in the Office of the Recorder of Dr. of Cook County, Illinois, conveying the real estate and premises hereinabove described, and this instrument shall remain in full force and effect until said loan and the interest thereon, and all other costs and charges which may be accurated or may hereafter accurate under said Mortgage, have been fully paid.

This assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the terms or conditions contained in the Mortgage herein referred to and in the Note secured thereby.

Without limitation of any of the legal rights of Second Parry as the absolute assignee of the rents, issues, and profit of sold real estate and premises above described, and by way of enumeration only. First Party hereby covenants and agrees that in the event of any default by the First Party under the said Mortgage above. described, the First Party will, whether before or after the Note or Notes secured by said Mortgage is or are declared to be in mediately due in accordance with the terms of said Mongage, or whether before or after the institution of any legal proceedings to foreclose the lien of said Mongage, or before or after any sale therein, forthwith, upon demand of Second Party, surrender to Second Party, and Second Party shall be entitled to take actual po sessi in of, the said real estate and premises hereinabove described, or of any part thereof, personally or by its agent or attorneys, as for condition broken, and, in its oise et in may with or without force and with or without process of law, and without any action on the part of the holder or holders of the indebtedness secured by said Mortgage, enter upon, take and maintain possession of all or any part of said real estate and premises hereinahove described, together with all documents, books, records, hapers, and accounts of First Party relating thereto, and may exclude the First Party, its agents, or servants, wholly therefrom, and may, in its own name, as assignee vider this assignment, hold, operate, manage and control the said rest estate and premises hereinabove described, and conduct the business thereof, either personally o, by its agents, and may, at the expense of the mortgaged property, from time to time, either by purchase, repair or construction make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said real estate and premises as to it may seem judicious, and may insure and remsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as to it may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Mongage, and may cancel any lease or sublease for any cause or on any ground which would entitle the First Party to cancel the same, and in every such case the Second Party shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof, as it shall deem best, and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, and income of the same, and any part thereof, and, after deducting the expenses of conducting the business thereof and of all maintenance, repairs, repeates, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Second Party and of its attorneys, agents, clerks, servants, and others employed by it properly engaged and employed, for services rendered in connection with the operation, management, and control of the morgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Second Party against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Second Party hereunder, the Second Party may apply any and all monies arising as aforesaid:

This instrument was prepared by: PIRST NATIONAL BANK OF EVERGREEN PARK Business Banking Center 4900 W. 95th Street Oak Lawn, Illinois 60453 RETURN TO: BOX 223

9469022

Property of Cook County Clerk's Office

; ;

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ASSIGNMENT OF RENTS PAGE 2 OF 2

- (1) To the payment of interest on the principal and overdue interest on the Note or Notes secured by said Mortgage, at the rate therein provided;
- (2) To the payment of the interest accrued and unpaid on the said Note or Notes;
- (3) To the payment of the principal of the said Note or Notes from time to time remaining outstanding and unpaid;
- (4) To the payment of any and all other charges secured by or created under the said Mortgage above referred to; and
- (5) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in (1), (2), (3) and (4) to the First Party.

This instrument shall be assignable by Second Party, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

The failure of Second Party, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of any of the terms, provisions and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any or its, his, or their rights under the terms hereof, but said Second Party, or its agents or attorneys, successors or assigns shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

The payment of the Note and release of the Mortgage securing said Note shall operate as a release of this instrument.

IN WITNESS WHEREOF, the undersigned has e signed this Assignment of Rents on the day and year first above written at Oak Lawn Illinois

Percy Moss

Clote M. Moss

STATE OF ILLINOIS)) SS COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said county in the state aforesaid, DO HEREBY CERTIFY THAT Percy Moss and Clotee M. Moss, husband and wife personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instruments as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 1st day of August 1994.

Christine Combert

"OFFICIAL SFAL"
CHRISTINE P. LAMBERT
Notary Public, State o' 1/2 mas
My Commission Expires 3/11/97

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for the periods that Lender regaines. The insurance carrier providing the insurance shall be chosen by Horrower subject to Lender's approval which shall not be unreasonably withheld. If Horrower 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 I.

All insurance palienes 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, Horrower 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 Bofrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically teasible and Lender's security is not lessened. If the responding of repair is not economically teasible of Lender's security would be lessened, the distinue proceeds shall be applied to the sams secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Harrower 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 I ender 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 Lendy, and Horrower 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 Horrower's principal residence within sixty days after the execution of this Security distribuent 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 externating cocumistances exist which are beyond Borrower's control. Borrower shall not destroy, damage or napair the Property, alloy the Property to deteriorate, or commit waste on the Property. Horrower shall be in detault if any fortestore action or proceeding, whether civil or critimial, is begun that in Lender's good finth judgment could result in fortening of the Property or otherwise materially unpain the hen created by this Security Instrument or Lender security interest. Horrower may care such a defect and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good tauth determination, precludes forteiture of the Borrower's interest in the Property or other material airpair nent of the ben created by this Security Justininent or Lender's security interest. Borrower shall also be in default it Borrower, laying the loan application process, gave materially take or inaccurate information or statements to Lender (or tailed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, a presentations concerning Horrower's occupancy of the Property as a principal residence. If this Security Instrument is on a lenginged, Horrower 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 task 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 bankingtry, probate, for condemnation or forfeitne as to enforce laws or regulations). then Lender may do and pay for whatever is necessary to protect the value of the Us perly and Lender's rights in the 15 Property, Lender's actions may include paying any soms secured by a lien which has priority over this Security Instrument, i appearing in court, paying reasonable attorneys' fees and entering on the Property to make e-pairs. 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 Borower 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 Leader 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. It substantially equivalent morigage 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall 9. Inspection. give Horrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
 - The proceeds of any award or claim for damages, direct or consequential, in connection with 10. Condemnation.

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower finls to respond to Lender within 30 days after the date the notice is given, I ender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Dorrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of my monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Horrower Noi Kee sed; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amonization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Horrower shall not operate the Clease the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the some 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; Junat and Several Linbility; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the soccessors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mostgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the soms secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify torbear or make any accommodations with regard to the lenger of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instancer; is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other lean charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge snall by reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted finuts will be refunded to Borrower. Lender may choose to make this refund by reducing the processal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be tracely us a partial prepayment without any prepayment charge under the Note.

34. 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 lotice 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 smied berein or any other address Lender designates by notice to Londer's address smied berein or any other address Lender designates by notice to Londer's address smied berein or any other address Lender designates by notice to Londer's formula that the provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and tre law of the musidetion 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 conflict shall not affect other provisions of this Security Instrument and the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note me declared to be severable.

16. Horrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. It 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 I ender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Unider 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 numbed within which Borrower must pay all sums secured by this Security Instrument. If Horrower hals to pay these sums prior to the expiration of this period, Unider may invoke any remestics permitted by this Security Instrument without further notice or demand on Borrower.

18. Horrower's Right to Heinstate. It 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

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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 Dorrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Noie 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 fien 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 Scenity 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. Hazardone Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any flazardons Substances for 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 shall quantities of Hazardons Substances that are generally recognized to be appropriate to normal residential uses and to an agreemence of the Property.

Borrower shall promptly give cender 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 keardedge. 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, Portower

shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other Hammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials obtaining asbestos or formaldehyde, and indioactive 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 protect on.

NON-UNIFORM COVENANTS, Borrower and Lender my dict covenant and agree as follows:

- 21. Acceleration: Remedies. Lender shall give notice to Lorrower 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 follure to cure the default on or before the date specifica in the notice may result in acceleration of the sams secured by this Security Instrument, foreclosure by judicial organization and sale of the Property. The notice shall further inform Borrower of the right to rejustate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense (c). Forecome to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, ander 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, reaso table 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.

Wulver of Homestead. Horrower waives all right of homestead exemption in the Property.

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24. Miders to this Security Instrument. It one or more infers are executed by Borrower and recorded together with this Security Justiament, the covenants and agreements of each such rider shall be incorporated time and shall amend and supplement the covenants and agreements of this Security Instrument us if the rider(s) were a part of this Security Instrument, [Clicck applicable box(es)]

!	Adjustable Rate Rider	Condominum Rider	1-4 Family Rider
	Graduated Payment Rider	1	Biweekly Payment Rider
	Balloon Rider	Rate Improvement Rider	Second Home Rider
i	Other(s) Ispecify)		

IIV SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

(Scal) (Scal) Social Socurity Number Social Security Number (Scal) (Scal) Horrower Social Security Number Social Security Number

STATE OF ILLINOIS,

COOK

County ss:

THE UNDERSIGNED

a Flotary Public in and for said county and state,

do hereby certify that

1.

JAMES D. CRONIN and DIANE T. CRONIN, MUSEAND AND WIFE

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

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

THEYsigned

ARE

and delivered the said instrument as

THEIR

free and voluntary act, for the uses and purposes therein set

forth.

Given under my hand and official seal, this

AUGUST.

My Commission expires:

Notary Public

This instrument was prepared by & DELIVER TO:

(Name) FIRST NATIONAL BANK OF EVERGREEN PARK BUSINESS BANKING CENTER

(Addiese) 4900 WEST 951H STREET

OAK LAWN, JELINOIS 60453

ITEM 1876LB (9103)

"Official PATRICIA A. 620125203

> Form 3014-9/90 (page 6 of 6 pages) Brast Lakes Buciness Forms inc.

To Order Call 1-800 530-9393 () FAX 616-781-1131