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TRUST DEED

94865471

THIS INDENTURE, made September 30, 1994 between PINNACLE BANK, SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF CICERO of CICERO, ILLINOIS, a National Banking Association, not personally but as Trustee (hereafter also referred to as the "FIRST PARTY") under the provisions of a deed or deeds in trust duly recorded or registered and delivered to said Bank in pursuance of a Trust Agreement dated January 25, 1984 and known as Trust Number 8474 (the "Trust Agreement"), and Edgewood Bank (herein referred to as "TRUSTEE"), witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment Note (the "Note") bearing even date herewith in the Principal Sum of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00), made payable to THE ORDER OF BEARER and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum together with interest thereon as provided in said Note, until said Note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on September 30, 1999; provided that the principal of each installment unless paid when due shall bear interest at the rate of TWELVE PERCENT per annum, and all of said principal and interest being made payable as provided in said Note,

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Trust Deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is acknowledged, does by these presents grant, remise, release, alien and convey to the Trustee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois:

LOTS 16, 17 AND 18 IN BLOCK 81 IN S. E. GROSS' 3RD ADDITION TO GROSSDALE, A SUBDIVISION IN SECTION 3, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ADDRESS OF PROPERTY: 9100 OGDEN AVE, BROOKFIELD, IL 60513

PIN: 18-03-208-034, 18-03-208-035, AND 18-03-208-036

which, with the property hereinafter described is referred to herein as the "premises".

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

BOX 333-CT!

COOK COUNTY, ILLINOIS
PUBLIC RECORDS
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TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to the holders of the Note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Trustee or to holders of the Note duplicate receipts, therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the Note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the Note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the Note and in case of insurance about to expire, shall delivery renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the Note may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the Note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the Note securing this trust deed, if any, otherwise the prematurity rate set forth therein. Inaction of Trustee or holders of the Note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the Note hereby secured making any payments hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim, thereof.

3. At the option of the holders of the Note, and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph 1. hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the Note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or the holders of the Note for attorneys' fees,

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Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the Note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the Note securing this trust deed, if any, otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or holders of the Note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. First Party represents that it is currently in compliance with, and covenants and agrees that, it will manage and operate the premises and will cause each tenant to occupy its demised portion of the premises in compliance with, all federal, state and local laws, rules, regulations and ordinance regulating, without limitation, air pollution, soil and water pollution, and the use, generation, storage, handling or disposal of hazardous or toxic substances or other material (including, without limitation, raw materials, products, supplies or wastes). First Party further covenants and agrees that it shall not install or permit to be installed in the premises asbestos or any substance containing asbestos or any substance containing asbestos and deemed hazardous by or in violation of federal, state or local laws, rules, regulations or orders respecting such material. First Party shall remove from the premises and dispose of any such hazardous or toxic substances or other material in a manner consistent with and in compliance with applicable laws, rules, regulations and ordinance and shall take any and all other action to remedy, rectify, rehabilitate and correct any violation of any applicable law, rule, regulations and ordinance concerning toxic or hazardous substances or any violation of any agreement entered into between First Party, the holder or holders of the Note and/or any third party with respect to hazardous or toxic materials. First Party shall send to Trustee within five (5) days of receipt thereof, any citation, notice of violation or other notice of potential liability from any governmental or quasi-governmental authority empowered to regulate or oversee any of the foregoing activities. First Party agrees to indemnify, defend with counsel reasonably acceptable to the Trustee and the holder or holders of the Note (at First Party's sole cost), and hold Trustee and the holder or holders of the Note harmless against any claim, response or other costs, damages, liability or demand (including, without limitation, reasonable attorneys' fees and costs incurred by the Trustee and/or the holder or holders of the Note) arising out of any claimed violation by First Party of any of the foregoing laws, regulations or ordinances or breach of any of the foregoing covenants or agreements. The foregoing indemnity shall survive repayment of the indebtedness represented by the Note.

6. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority; First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

7. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the in-

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debtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency. The undersigned, in addition to all waivers herein contained does hereby waive the homestead exemption granted to the undersigned under the provisions of Section 522 (d) (1) of the Federal Bankruptcy Code as amended from time to time, and any other provision under Federal or State law, to the extent so permitted.

8. Trustee or the holder of the Note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

9. Trustee has no duty to examine the title, location, existence, or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories of the Note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

10. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the Note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine Note herein described any Note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the Note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the Note described herein, it may accept as the genuine Note herein described any Note which may be presented and which conforms in substance with the description herein contained of the Note and which purports to be executed by the persons herein designated as makers thereof.

11. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

12. The word "Note" when used in this instrument shall be construed to mean "Notes" when more than one Note is used.

13. This Trust Deed and all provisions hereof shall extend to and be binding upon First Party and all persons claiming under or through First Party, whether or not such persons shall have executed the Note or this Trust Deed.

14. First Party hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of First Party, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

15. Before releasing this Trust Deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this Trust Deed.

16. If (i) all or any part of the Property or an interest therein is sold or transferred by First Party, or (ii) any such sale or transfer is accepted or consented to by First Party, in either case without the prior written

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consent of the Trustee or holders of the Note, Trustee or holders of the Note may, at their option, declare all the sums secured by this Trust Deed to be immediately due and payable. Trustee or holders of the Note shall have waived such option to accelerate if, prior to the sale or transfer, Trustee or holders of the Note and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Trustee or holders of the Note and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Trustee or holders of the Note shall request. If Trustee or holders of the Note have waived the option to accelerate provided in this paragraph and if First Party's successor in interest has executed a written assumption agreement accepted in writing by Trustee or holders of the Note, Trustee or holders of the Note shall release First Party from all obligations under this Trust Deed and the Note.

If Trustee or holders of the Note exercise such option to accelerate, Trustee or holders of the Note shall mail First Party notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which First Party may pay the sums declared due. If First Party fails to pay such sums prior to the expiration of such period, Trustee or holders of the Note may, without further notice or demand on First Party, invoke any remedies permitted by paragraph 4, hereof.

17. Notwithstanding any provision contained to the contrary elsewhere in this instrument, the occurrence of a default in the performance of any one or more covenants or agreements provided for in any of:

- (i) that certain Collateral Assignment of Beneficial Interest In Land Trust dated September 30, 1994 with respect to Pinnacle Bank Land Trust No. 8474 dated January 25, 1984; or
- (ii) that certain Security Agreement (Assignment of Beneficial Interest As Collateral) dated September 30, 1994 with respect to Pinnacle Bank Land Trust No. 8474 dated January 25, 1984; or
- (iii) that certain Collateral Assignment of Beneficial Interest In Land Trust dated September 30, 1994 with respect to Pinnacle Bank Land Trust No. 9477 dated June 7, 1988; or
- (iv) that certain Security Agreement (Assignment of Beneficial Interest As Collateral) dated September 30, 1994 with respect to Pinnacle Bank Land Trust No. 9477 dated June 7, 1988; or
- (v) that certain Guaranty dated September 30, 1994 (the "Commercial Guaranty") signed by Anthony J. La Mantia and Jane F. La Mantia with respect to a commercial line of credit in favor of La Mantia Building and Supply Company, Inc.; or
- (vi) any other indebtedness, obligations and/or liabilities of the Trustee, or the assignors under either of the aforementioned Collateral Assignments of Beneficial Interest or Security Agreements, to the Secured Party, whether now existing or hereafter arising, due or to become due, direct, indirect or contingent, joint or several or joint and several and also including but not limited to the guarantee or guaranties of the guarantors under the Commercial Guaranty of any indebtedness (whether now existing or hereafter arising) owing by a person, partnership, corporation or other entity to the Secured Party,

shall constitute a default under this trust deed, and the holders of the Note or the Trustee shall have available to them all the rights and remedies set forth under this trust deed, including, but not limited to, declaring that the entire indebtedness secured hereby has become immediately due and payable.

18. Each notice, request, demand, approval or other communication which may be or is required to be given under this Trust Deed shall be in writing and shall be deemed to have been properly given when delivered personally at the address last designated hereunder for the intended party during normal business hours at such address, or when sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

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(a) If to First Party as follows:

PINNACLE BANK, SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF CICERO,
as Trustee of Trust No. 8474
6000 West Cermak Road
Cicero, Illinois 60650

(b) If to Trustee, as follows:

Edgewood Bank
1023 West 55th Street
Countryside, Illinois 60525

Alternatively, in either of the foregoing cases notices shall be given to such other addressee or address, or both, as the particular party may from time to time designate by written notice to the other party aforesaid, provided, however, that the designation of an addressee or address, or both, by notice hereunder shall not be effective until the third day after notice thereof is given.

Each said notice, request, demand, approval or other communication which is sent by mail in accordance with this paragraph shall be deemed given as of the date of deposit thereof for mailing in a duly constituted United States Post Office or branch thereof located in the same state as is shown in the address to which directed or on the third day after such deposit in any other case. Where the term "First Party" is used for convenience in this instrument to refer to or describe, both collectively and individually, two or more individual parties, then all of the undersigned agree that any notice, request, demand, approval or other communication given pursuant to the terms of this paragraph to the First Party whose name and address is set forth above (or First Parties if more than one is set forth), shall be effectively and simultaneously given to all of the parties who are referred to or described by the term "First Party". Whenever required by the context throughout this instrument, the use of the singular number shall be construed to include the plural, the plural the singular, and the use of any gender shall include all genders.

THIS TRUST DEED is executed by PINNACLE BANK, SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF CICERO, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said PINNACLE BANK, SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF CICERO hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said First Party or on said PINNACLE BANK, SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF CICERO personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said PINNACLE BANK, SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF CICERO personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

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IN WITNESS WHEREOF, PINNACLE BANK, SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF CICERO, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President or Assistant Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant Secretary or Assistant Trust Officer, the day and year first above written.

Identification No. 12387 000 119058

PINNACLE BANK, SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF CICERO, as Trustee as aforesaid, and not personally,

ATTEST:

By: Glenn J. Richter
(Trust Officer) (Vice President)
Glenn J. Richter

Nancy Fudala
(Assistant) Secretary
Nancy Fudala

This Instrument is Executed By PINNACLE BANK, SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF CICERO, Not Personally But Solely As Trustee, Under The Provisions Of A Deed Or Deeds In Trust Duly Recorded And Delivered To The PINNACLE BANK, SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF CICERO In Pursuance Of A Trust Agreement Dated January 25, 1984 And Known As Trust No. 8474, In The Exercise Of The Power And Authority Conferred Upon And Vested In It As Such Trustee. All The Terms, Provisions, Stipulations, Covenants And Conditions To Be Performed Hereunder (Whether Or Not The Same Are Expressed In Terms Covenant, Promises Or Agreements) By The PINNACLE BANK, SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF CICERO Are Undertaken By It Solely As Trustee As Aforesaid, And Not Individually And No Personal Liability Shall Be Asserted Or Be Enforceable Against The PINNACLE BANK, SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF CICERO By Reason Of Any Of The Terms, Provisions, Stipulations, Covenants And Conditions Contained In This Instrument.

Edgewood Bank, Trustee

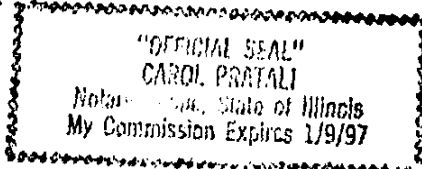
By: Raymond J. Gony

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Glenn J. Richter, Vice President and Nancy Fudala, Asst. Secretary personally known to me to be the persons whose names are respectively, as (Trust Officer) (Vice President) and Assistant Secretary of PINNACLE BANK, SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF CICERO, an Illinois Banking Corporation, as Trustee as aforesaid, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, caused the corporate seal of said Bank to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal September 30, 1994.

Carol Pratali
Notary Public



THIS INSTRUMENT WAS PREPARED BY:
William H. Pokorny, Jr.
100 West Plainfield Road
La Grange, Illinois 60525

MAIL TO
William H. Pokorny, Jr.
100 West Plainfield Road
La Grange, Illinois 60525

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