

MORTGAGE

41900B0B05139304* 587/4103/R0803

GRANTOR

REDCE CECCHINI JUDITE CECCHINI HUSBAND AND WIFE BORROWER

JUDITE

\$27.5Û 127100 1333

CECCHINICAT-01 RECORDING
CECCHINICAT-01 RECORD 654 + SK +-94 COOK COUNTY RECORDER

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ACCRESS

1736 NORTH 77TH AVENUE ELMNOOD PARK, IL 60635

ADDRESS

1738 MORTE 77TE AVENUE ELIMOOD PARK, IL 60635

RENDEN:

FIRST BANK OF BOUTH DAKOTA (NATIONAL ASSOCIATION), A MATIONAL BANKING ASSOCIATION 141 MORTH MAIN AVENUE SIOUX FALLS, SD 57117

1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtanences; leases, licenses and other agreements; easements, royalties, leasehold estate, if a leasehold; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively 'Property').

2. OBLIGATIONS. This Mortgage shall secure the payment and performance of all of Borrower's and Grantor's present and future, indebtedness, tities, obligations and commants (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the volton

PRINCIPAL AMOUNT/ CREDIT LIBET	AGREEMENT DATE	MATURITY
\$45,000,00	09/02/94	09/02/99
4		

Ses Street

- (b) all renewals, extensions, amendments, i.o. if ations, replacements or substitutions to any of the foregoing;
- (c) applicable law.
- 3. 9URPOSE. This Mortgage and the Obligations der cribe I herein are executed and incurred for consumer purposes.
- 4. The total amount of indebtedness secured by this landrage under the promissory note or agreement (the "NOTE") secured hereby may increase or decrease from time to time, but the total of all such indebtr divis so secured shall not exceed \$...45.000.00 ______ plus interest, collection costs, and amounts secured to protect the lien of this Mortgage.in a Note secured hereby evidences a "Revolving Credit" as defined in 815 ILCS 205/4.1. The ten of this Mortgage secures payment of any existing indebted er. Find future advance made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage. Court regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedne is out-reading at the time any advance is made.
- 5. EXPENSES. To the extent permitted by lew, this Mortgage secures the ripayment of all amounts expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.
 - 6. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender that:
 - (a) Grantor shall maintain the Property free of all fiens, security interests or cumbrances and claims except for this Mongage and ilens and mbrances of record:
 - (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party hat uried, generated, released, discharged, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transportion any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materia", shall mean any hazardous waste, toxic substances, or any not commit or permit such account to be taxen in the future. The term instance of shall be a shall be a shall be accounted by any governmental ruthe by including, but not limited to, (i) perfoleum, (ii) friable or nontriable asbestos; (iii) polychlorinated biphenys; (iv) those substances, materials or was a designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act of its amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 100 (a) the Resource Conservation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as r. "Pazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendm. To replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;
 - (a) Grantor has the right and is duly authorized to execute and perform its Obligations under this Morti alge and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement with the binding on Grantor at any time;
 - (d) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and
 - (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other conserve which might materially affect the Property (including, but not firmited to, those governing Hazardous Materials) or Lender's rights or line est in the Property pursuant to this Mortgage.
- 7. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person with but the prior written approval of Lander of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial initial st in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lander may, it cander's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other ement or by this Mortgage, unless otherwise prohibited by federal law.
- 6. INQUIRIES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry penaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.
- 9. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause or permit the 9. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's right, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication. (and any subsequent communications relating thereto) to Lender.
- to. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the Indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instruments of other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be antified, but not required to collect (by legal proceedings or otherwise), exclaining or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this peragraph or any default exists.
- 11. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solidy in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lander's prior written consent. Without limiting the foregoing, all alterations and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

- 12. LOSS OR DAMAGE. Grantor that I har the entire risk of any loss, the fill destruction of cartage (sumulatively block or Damage') to the Property or any portion thereof from any case whitsower. We have each of any Lett or Damage, trantor shall, at the opinion of Lender, repair the affocted Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair marker value of the affected Property.
- 13. INSURANCE. Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies. are altered or cancelled in any manner. The insurance policies shall name Lander as a mortgages and provide that no act or omission of Grantor or any other person shall affect the right of Lander to be paid the insurance proceeds pertaining to the less or damage of the Property. At Lander's option, Lander may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lander. In the event Grantor fails to acquire may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor falls to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and charge the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, predged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild and restore the Property.
- 14. ZOMING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lander's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not because or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.
- 15. COHDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the paymer. Or Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event, Grantor shall be obligated to rostore or repair the Property.
- 16. LENDER'S RIGHT TO LOWARENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other price ding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other price increasing and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lenker from taking the actions described in this paragraph in its own name.
- 17. INDEMNIFICATION. Lender shall not exsume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediate, provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnity and hold Lender and its sharehold are directors, officers, employees and agents harmless from all claims, damages, liabilities (including end incentifity with notify the straightful as its present as the property of the property of
- 18. TAXES AND ASSESSMENTS. Grantor shall pay all taxe's and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the extra. Led annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the fur disso held to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.
- 19. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contail or in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's interest in its brist, and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may required legarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 20. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Graultor small deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (r) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligation of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may the intended transferse with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.
 - 21, DEFAULT, Grantor shall be in default under this Mortgage in the event that Grantor or Borrower:
 - (e) commits fraud or makes a material misrepresentation at any time in connection with the Obligations u. this *fortgage, including, but not limited to, false statements made by Grantor about Grantor's Income, assets, or any other aspects of Grantor's financial co. dition;

- to, false statements made by Grantor about grantor's income, assets, or any other aspects of Grantor's return a received.

 (b) false to meet the repayment terms of the Obligations; or

 (c) violates or falls to comply with a covenant contained in this Mortgage which adversely affects the Property, or Lander's rights in the Property, including, but not limited to, transfering title to or selling the Property without Lander's consent, falling to maintain in Jurismos or to pay taxes on the Property, allowing a lien senior to Lander's to result on the Property without Lander's written consent, allowing the Property to be foreclosed by a lienholder other than Lander, committing waste of the Err perly, using the Property in a manner which would be destructive to the Property, or using the property in an illegal manner which hasy subject the Property to seizure or confinention.
- 22. RIGHTS OF LENDER ON DEFAULT. If there is a default permedies without notice or demand (except as required by law):

 (a) to terminate or suspend further advances or reduce the (b) to declare the Obligations immediately due and payall (c) to collect the outstanding Obligations with or without reduced to the results. 22. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following
 - (a) to terminate or suspend further advances or reduce the cradit limit under the promissory notes or agreements evidencing the obligations;

(b) to declare the Obligations immediately due and payable in full; (c) to collect the outstanding Obligations with or without resorting to judicial process;

(d) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to (e) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;

(f) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;

(g) to foreclose this Mortgage;
(h) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and

(i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lander's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

23. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, presenting and maintaining the Property, secting or obtaining the appointment of a receiver for the Property, fincluding, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.

24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor hereby waives all homesteed or other exemptions to which Grantor would otherwise be entitled under any applicable k

25. COLLECTION COSTS. It ende has an alternative as aid in cost of ignored any right or remedy under this Mongage. Grantor agrees to pay Lender's real prairie and have used and coatta.
26. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.
27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, to the extent permitted by law, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mongage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.
28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses), to the extent permitted by law, in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.

- 29. POWER OF ATTORNEY, Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.
- 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.
- 31. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 26, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.
- 32. MODIFICATION ALD WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signe 1 by Lender. Lender may perform any of Grantor's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations of rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected. Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.
- 33. SUCCESSORS AND ASSUME. This Mongage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, Aministrators, personal representatives, legatees and devisees.
- 34. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other at Gress as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given there (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.
- 33. SEVERABILITY. If any provision of this Morigary violates the law or is unenforceable, the rest of the Morigage shall continue to be valid and enforceable.
- 36. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.

 37. MISCELLANEOUS. Grantor and Lender agrees that time as of the essence. Grantor waives presentment, demand for payment, notice of dishonor
- and protest except as required by law. All references to Grantor in: if its Mortgage shall include all persons signing below. If there is more than one of disnonce the Collegations shall be joint and several. Grantor hereby walves every light to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lander pertaining to the terms and conditions of those documents.

 28. TRUSTEE'S EXCULPATION. This Mortgage is executed by

in the exercise of the power and auth	herein made are made on Visormation and belief and are to be construed according by re-	stipulation: It solely a
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Gramor acknowledges that Grantor has read, understands, and		94691.2.
Deted: SEPTEMBER 2, 1994		
GRANTOR BRUCE CECCETHI	GRANTOR:	·
SWHIOCERUCE CECCEINI		
andith Cechini		
RANTOR JUDITE CECCEINI	GRANTOR:	

A Page 3 di 4

Quesa UNOFFICI	AL COPY
Commune Clash	55. County of
JANEWA Dr. CRIMES & MOTOR	L a notary
public in and for said County, in the State eforesaid, DO HEREBY CERTIFY	public in and for said County, in the State aforesaid, DO HEREBY CERTIFY
that BRUCE CECCHINI and JUDITE CECCHINI,	personally known to me to be the same person whose name
personally known to me to be the same person	subscribed to the foregoing instrument, appeared before me this day in person and acknowledged thathe
subscribed to the foregoing instrument, appeared before me this day in person and scknowledged thathe	signed, sealed and delivered the said instrument as
signed, sealed and delivered the said instrument as free	•
and voluntary sot, for the uses and purposes herein set forth.	Given under my hand and official seal, this day of
Giver under roy hand and official seel, this QVD day of	Hotary Public
JATRICIA M. S.	/ Lin
MOTOR PARTY COMMISSION CO.	
Commission expires: 12:317	
SCHE	DULEA
The street address of the Property (in applicable) is: 1738 NORTH 775	TH AVENUE
BLANCOD PARK,	11 00033
Permanent Index No.(s): 12-36~318-054	
	County, itinois is:
THE MODEL 5 FEET OF LOT 5, 201, OF	LOT 4 AND LOT 3 (EXCEPT THE NORTH 25
FEET) IN BLOCK 11 IN MILLS AND SO SUBDIVISION OF THE BAST 1/2 OF THE PRET AND THE SOUTH 191 FRET TYCH	ONS THIRD ADDITION TO GREEN FIELDS, A LE SOUTHWEST 1/4 (EICEPT THE NORTH 174 LOF) IN SECTION 36, TOWNSHIP 40 NORTH, LIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS.
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	94892833
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	'S
	$O_{\mathcal{C}_{\bullet}}$
For Recorder's Use:	94891333
	· CO
	C.
	This instrument was drafted by:
	PIRST BANK OF SOUTH DAKOTA (NATIONAL ASSOCIATION)
	141 NORTH MAIN AVENUE
	SIOUX PALLS, SD 57117
	A beautiful and the beautiful
	After recording return to: FIRST BANK OF SOUTH DAKOTA
	(NATIONAL ASSOCIATION) CASC/LIEN PERFECTION DEPARTMENT
	P.O. BOX 64778 ST. PAUL, MINNESOTA 55164-0778

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