COOK COUNTY ILLINOIS

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#### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 25TH, 1994
The mortgager is JAMES FOREMAN and KATHERINE A. FOREMAN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to

FIRST NATIONAL BANK OF EVERGREEN PARK
which is organized and existing under the image of the UNITED STATES OF AMERICA
4900 W. 95TH STREET, OAK LAWN, ILLINOIS 60453

, and whose address in )

the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Horrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK

County, Illinois:

THE SOUTH 79.26 FEET OF THE NORTH 230.26 FEET AS MEASURED ON THE EAST LINE OF THE WEST 1/2 OF LOT 5 (EXCEPT THE WEST 33 FEET THEREOF TO BE USED FOR STREET PURPOSES) IN LONGWOOD ACRES, BEING A SUBDIVISION OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PT1: 24-15-203-011-0000

which has the address of

10317 SOUTH TRIPP

Straet

Illinois

19950077 \* 2

19001

60453

("Proporty Address");

[Zip Code]

OAK LAWN

[City]

ACCT # 310117135

ILLINOIS .. Single Family .. Famile Mas/Freddle Mac UNIFORM INSTRUMENT ITEM 18761 ( 0103)

Form 3014 9/90 (page 1 of 6 pages)
Unvertaine Business Forms, Inc.
Ta Order Cell. 1-800-830-8303 FAX: 816-791-1101

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Property of Cook County Clerk's Office

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Londer covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph & in lieu of the payment of mortgage insurance premiums. These items are called "Escrow (tents." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real listate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 of seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of factory items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Lean Hank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for helding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may a quire Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lander in connection with airs loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be juid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums

secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable hw. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender mey so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Londor shall promotly refund to Borrower any Funds held by Lender, If, under paragraph 21, Londor shall acquire or soil the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Londor at the time of acquisition or sale as a credit against the sums

secured by this Security Instrument.

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3. Application of Payments. Unless applicable law provides otherwise, all payments received by Londer under paragraphs I and 2 shall be applied; first, to any prepayment charges due under the Note; second, to announts payable under

paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attribuable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rous, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Londer; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Londer's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Londer subordinating the lien to this Security Instrument. If Londer determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Hasard or Property Insurance. Romower shall keep the improvements now existing or bereafter erected on the Property insured against less by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Londer requires insurance. This insurance shall be maintained in the amounts and

for the periods that Londer requires. The insurance carrier providing the insurance shall be chosen by florrower subject to Londer's approval which shall not be unreasonably withheld. If Borrower fulls to maintain coverage described above, Londer may, at Londer's option, obtain coverage to protect Londer's rights in the Property in accordance with paragraph 7.

All insurance policies 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, Borrower 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 Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance currier has offered to settle a claim, then Lender 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 Land" and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due one of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 2: the Property is acquired by Londer, 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 Borrower's principal residence within sixty days after the execution of this Security instrument 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 extensioning circumstances exist which are beyond Borrower's control. Borrower shall not destroy, durage or impair the Property, allow the Property to deteriorate, or commit weste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or a he wise materially impair the lien created by this Security Instrument or Londer security interest. Borrower may cure such a deligate and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, 44 Londor's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Londer (or failed to 1 rollide Londer with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a bas hold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasenful and the fee title shall not merge unless Lander agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails 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 hankruptcy, probate, for condemnation or forfair to or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priprity over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may

take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Londer under this paragraph 7 shall become additional debt of Berrower 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 Londer to Borrower

requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan recured by this Security Instrument, Borrower shall pay the promiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or censes to be in effect, Borrower shall pay the promiums 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 insurance approved by Lender. If substantially equivalent mortgage 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 censed to be in effect. Lender will accept, use and retain these payments as a loss reserve in lion 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 offect, or to provide a loss reserve, until the requirement for mortgage insurance onds in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

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 Londor.

In the event of a total taking of the Property, the proceeds shall be applied to the same 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 fuir 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 Lemier 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 Horrower. 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 aums secured immediately before the taking, unless Dorrower and Londer otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sams secured by this Security Instrument whether or not the sams

If the Property is abundanced by Borrower, or if, when notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Londer within 30 days after the date the notice is given. Londer is authorized to collect and apply the proceeds, at its option, either to regionation or repair of the Property or to the sums secured by an's becurity Instrument, whether or not then due.

Unless Lender and Borrower 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 such payments.

11. Borrower Not Poler sed; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to recess the liability of the original Borrower or Borrower's successors in interest, Londor shall not be required to commonce proceedings against any successor in interest or refuse to extend time for payment or otherwise medify amortization of the sums secured by this Security Instrument by meann of any demand made by the original Borrower or Borrower's successive in interest. Any forboarance by Londer in exercising any right or remody shall not be a waiver of or preclade the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The coverants and agreements of this Security Instrument shall blad and benefit the successors and assigns of Londer and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreement analy 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 mortgage, grant and convey that Borrower's interest in the Property under the terms of this Society Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Londor and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the toms of this Security Instrument or the Note without that

Borrower's consent.

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

14. 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 makes 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 Londer's address stated herein or any other address Londer designates by notice to Unrower, Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower of Lender when given as provided

15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower'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. If 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 Londor if exercise is prohibited by federal law as of the date of this Security Instrument.

If Londer exercises this option, Londer 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 mailed within which Borrower must pay all sums secured by this Security Instrument. If Boirower fails to pay these sums prior to the expinition of this period, Lender may invoke any remedies permitted by this Society Instrument without further notice or demand on Borrower.

If Borrower meets certain conditions, Borrower shall have the right to have 18. Borrower's Right to Redustate. enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as ITEM 1076L4 (9103)

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 Borrower; (a) pays Lender all sums which then would be due under this Security Instrument and the Note 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 Londer may reasonably require to assure that the lien 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 teinstate 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 Security 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. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone class to do, anything affecting the Property that is in violation of any Baylronmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to resintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, tawsuit 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 an owiedge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remodation of any Hazardous Substance affecting the Property is necessary, Borrower

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

As used in this paragraph 20, "Hazardow Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: pasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" mains federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instructers (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (c) 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 failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defease of Borrower to acceleration and foreclosure. If the default is not cured on or hefore the date specified in the notice. Lender 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 called all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable 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.
  - 23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

## **UNOFFICIAL**

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

	each such rider shall be incorporated into and shall amend and ity Instrument as if the rider(s) were a part of this Security
L	inium Rider 1-4 Family Rider
Graduated Payment Rider Planned	Unit Development Rider Biweekly Payment Rider
Balloon Ridor Rato Imp	rovement Rider Second Home Rider
Other(s) [specify]	
BY SIGNING 25LOW, Borrower accepts and agrees to Security Instrument and in any ridor(s) executed by Borrow	to the terms and covenants contained in pages 1 through 6 of this or and recorded with it.
Witnesson:	
x James Frances (Soul	by any parameter in the parameter in the parameter in the parameter in the parameter of the
JAMES FOREMAN Social Security Number 347-44-616	-Rorrower - Social Security Number
JAMES FOREMAN (Scal Social Security Number 347 199-1966)  X Michigan (Scal Katherine A. FOREMAN (Scal Katherine A. FOREMAN (Scal	
Social Security Number 25146-885	Social Security Number
STATE OF ILLINOIS. COOK	County sa:
1. The unbarsion	, Notary Public in and for said county and state,
o hereby certify that JAMES FOREMAN and KATHER	INE A. FOREMAN, HUSBAND AND WIFE
, porsonally known to t	ino to be the same person(s) whose name(s) ARE
ubscribed to the foregoing instrument, appeared before me this	day in person, and acknowledged that THEY signed
nd delivered the said instrument as THEIR	free and voluntary act, for the uses and perposes therein set
orth,	
Olven under my hand and official scal, this	5TH day of FEBRUARY, 1994
dy Commission expires:  "OF TOTAL SEAL"  Violate A. McCarthy  Notary Parket State of Rance  Cook County	Pinto Mecardo
This instrument was propured by AND DELIVER TO	Noisry Public
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(Name) FIRST NATIONAL BANK OF EVERGREEN PARK BUSINESS BANKING CENTER (Address) 4900 WEST 95TH STREET OAK LAWN, ILLINOIS 60463

ITEM 1079LG (0103)





ACCT # 310117135

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