

# UNOFFICIAL COPY

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94281605



**(Signatures Above This Line For Recording Data)**

This instrument was prepared by:

Lisa Sefton

(Name)

333 Park Ave., Glencoe, IL 60022

(Address)

## **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on ..... March 9, 1994..... **51605**  
mortgagor is .. Robert F. Bailey and Leah Seidenfeld-Bailey, his wife.....  
("Borrower"). This Security Instrument is given to .... Harris Bank Glencair Northbrook, N.A., 333 Park Ave.,  
Glencair, Illinois, 60022.....  
which is organized and existing under the laws of .... the United States of America..... , and whose address is  
333 Park Ave., Glencair, IL 60022.....  
("Lender"). Borrower owes Lender the principal sum of .... Five Hundred Forty Thousand and no/100ths -.-  
..... Dollars (U.S. \$ .... 540,000.00.....). This debt is evidenced  
by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments,  
with the full debt, if not paid earlier, due and payable on ..... April 1, 2024..... . This Security Instrument  
secures to Lender: (a) the repayment of the debt evidenced by 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 Borrower'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:

Lot 40 in McGuire and Orr's Skokie Heights, being a subdivision of part of the West 1/2 of the Southwest 1/4 of Section 6, Township 42 North, Range 13, East of the third principal meridian, according to the plat thereof recorded February 9, 1922 as document 7399007, in Book 166, pages 32, 33 and 34, in Cook County, Illinois.

PIN# 05-06-311-008

DEPT-01 RECORDING \$31.00  
T#0014 TRAN 1219 03/29/94 13:53:00  
#2583 #\*-94-281605  
COOK COUNTY RECORDER

which has the address of ..... 974 Eastwood ..... Glencoe

Illinois ..... 60022 ..... ("Property Address");  
{Zip Code}

Glencoe

[City]

**ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

Form 3014 9/90 (page 1 of 6)

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-397-2341) FORM NO. 1-IL 8/20/91



3(a)

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Form 3014 9/90 (Page 2 of 6)

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 Lender; (b) consents in good faith the lien by, or defrands against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) seizes from the holder of the lien an agreement to pay to Lender the amount of the debt due him by the Lender under this instrument.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay 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 payments directly, Borrower shall promptly furnish to Lender receipts evidencing such payments.

### **3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as credit against the sums secured by this Security Instrument.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Leander, if Leander is such an institution) or in any Federal Home Loan Bank. Leander shall apply the Funds to pay the Escrow Liens. Leander may not charge Borrower for holding and applying the Funds, unconditionally and without pecuniarily, or even if Leander fails to make timely payment of the Escrow items, unless Leander pays Borrower interest on the Funds and applies the escrow account, or even if Leander charges. However, Leander may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Leander in connection with this loan, unless otherwise provided in the agreement for the escrow purpose for which the Funds were made. The funds are pledged as additional security for all sums secured by the Funds.

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 taxes and assessments which may accrue under this Security Instrument as a lien on the Property; (a) yearly real property premiums, 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 8, in lieu of the payment of mortgage insurance premiums. These items are called "Taxes and Insurance". Lender may hold Funds in an amount not to exceed the maximum amount due a lender for a readily realizable mortgage loan at any time to him, 12 U.S.C. § 2601 et seq. ("RESPA"), unless otherwise law that applies to the Funds sets a lesser amount. If so, Lender may estimate the amount of Funds due on the basis of current data and amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and amount not to exceed the lesser amount.

1. **Payment of Principal and Interest:** Repayment 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.

Variations by jurisdiction to constitute a uniform security instrument covering real property.

This Security Instrument combines uniform coveralls for national use and non-uniform coveralls with limited general property coverage.

TOGETHER WITH THE IMPROVEMENTS NOW OR HEREAFTER MADE ON THE PROPERTY, ALL REPLACEMENTS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY AGREEMENT, WHETHER OR NOT THE IMPROVEMENTS WERE MADE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT; APPURTENANCIES; AND FIXTURES.

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower 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 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 sum, 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 carrier 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 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 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 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 extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste 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 otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and re-estate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender'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 Lender (or failed to provide Lender 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 leasehold, Borrower 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 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 bankruptcy, probate, for condemnation or forfeiture or to enforce law, 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 priority 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 Lender under this paragraph 7 shall become additional debt of Borrower 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 Lender 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. 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 ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu

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Form 3014 9/90 (Page 4 of 6)

DURKHEIM SYSTEMS, INC., 511 CLAUDIO, MN 56302 ((800) 397-2311) FORTIN MD-116 620-91

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 of this Security Instrument or the Note are given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

13. Notices. Any notice to Borrower under this Security Instrument shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the mailing address of the other borrower or by mail to Lender's address as set forth above. Any notice to Borrower or by mail to Lender's address shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. **Laura Charrages**, If the loan secured by this Security Instrument is subservient to a law which sets maximum loan charges, and this law is finally interpreted so that the interest of other loans charged as collected, or to be collected in connection with the loan exceeded the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the loan charged the permitted limits; then: (b) any sum already collected from Borrower which exceeds will be liable to the permitted limits; and (c) any sum already collected from Borrower which exceeds will be liable to the permitted limits, and (d) any sum already collected from Borrower which exceeds will be liable to the permitted limits, and (e) any sum already collected from Borrower which exceeds will be liable to the permitted limits, and (f) any sum already collected from Borrower which exceeds will be liable to the permitted limits, and (g) any sum already collected from Borrower which exceeds will be liable to the permitted limits, and (h) any sum already collected from Borrower which exceeds will be liable to the permitted limits, and (i) any sum already collected from Borrower which exceeds will be liable to the permitted limits, and (j) any sum already collected from Borrower which exceeds will be liable to the permitted limits, and (k) any sum already collected from Borrower which exceeds will be liable to the permitted limits, and (l) any sum already collected from Borrower which exceeds will be liable to the permitted limits, and (m) any sum already collected from Borrower which exceeds will be liable to the permitted limits, and (n) any sum already collected from Borrower which exceeds will be liable to the permitted limits, and (o) any sum already collected from Borrower which exceeds will be liable to the permitted limits, and (p) any sum already collected from Borrower which exceeds will be liable to the permitted limits, and (q) any sum already collected from Borrower which exceeds will be liable to the permitted limits, and (r) any sum already collected from Borrower which exceeds will be liable to the permitted limits, and (s) any sum already collected from Borrower which exceeds will be liable to the permitted limits, and (t) any sum already collected from Borrower which exceeds will be liable to the permitted limits, and (u) any sum already collected from Borrower which exceeds will be liable to the permitted limits, and (v) any sum already collected from Borrower which exceeds will be liable to the permitted limits, and (w) any sum already collected from Borrower which exceeds will be liable to the permitted limits, and (x) any sum already collected from Borrower which exceeds will be liable to the permitted limits, and (y) any sum already collected from Borrower which exceeds will be liable to the permitted limits, and (z) any sum already collected from Borrower which exceeds will be liable to the permitted limits.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's successors and assigns 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 mortgage, permit and convey that property, and (b) is co-signing this Security instrument only to satisfy a debt or obligation of Borrower's to Lender and any other Borrower to pay the sums secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or renew this Security instrument; (d) is not personally obligated to pay the sums secured by this Security instrument; and (e) is not personally liable for any deficiency after foreclosure of this Security instrument or for any deficiency after the Note is paid in full. Borrower's heirs, executors, administrators, successors and assigns shall be bound by the terms of this Security Instrument.

11. Borrower Not Released: Forbearance Waiver. Extension of the time for payment or amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest to Lender to release the liability of the original Borrower or Borrower's successors in interest to Lender to pay the amounts due under this Security Instrument by Lender for any period after the date of payment or amortization of the amounts due under this Security Instrument by Lender.

Unless lessened and borrower and surety in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payee, except as referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is acquired by Borrower, or it, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect the proceeds, either to restoration or repair of the Property or to sell the same secured by this Security Interest until when due.

**10. Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Landlord.

9. **Lender's Obligation.** Lender or his agent may make reasonable entries upon and inspections of the Property. Lender shall have Borrower's written consent prior to any such entry except where necessary to prevent damage to the property.

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9-4-2015 10:53

**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 Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

**18. Borrower's Right to Reinstate.** If 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 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 Lender 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 reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change in 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 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 small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender 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 knowledge. 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, Borrower 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 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" means 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 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 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 defense of Borrower to acceleration and foreclosure. If the default is not cured on or before 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 collect 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. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

Form 3014 9/90 (page 5 of 6)



*RJ* *HAB*

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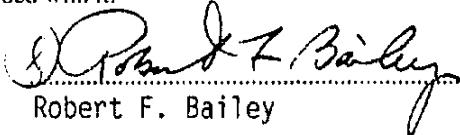
**24. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]

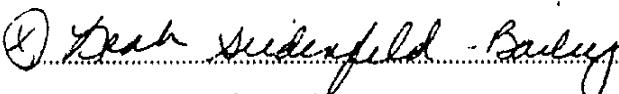
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

  
Robert F. Bailey ..... (Seal)  
-Borrower

Social Security Number ..... 057-44-0930 .....

  
Leah Seidenfeld-Bailey ..... (Seal)  
-Borrower  
Social Security Number ..... 349-50-6430 .....

[Space Below This Line For Acknowledgment] -----

94281605

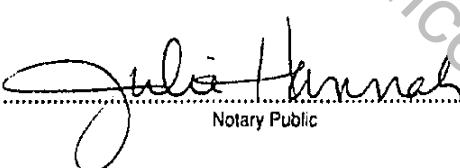
STATE OF ILLINOIS, ..... Cook ..... County ss:

I, ..... the undersigned ..... a Notary Public in and for said county and state, certify that ..... Robert F. Bailey and Leah Seidenfeld-Bailey his wife --- personally known to me to be the same person(s) whose name(s) ..... are ..... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ..... t..... h..... signed and delivered the instrument as ..... their ..... free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this ..... 9th ..... day of ..... March, .....

My Commission expires:

11/11/95

  
Notary Public

My Commission Expires 11/14/95  
I, Julie Hannah, Notary Public  
State of Illinois  
# 111-12345  
"OPEN ALL SEAL"