UNOFFICIAL CC WM. BLOCK & CO. INC. 254 MARKET SQUARE RECORD & RETURN TO:

WM. BLOCK & COMPANY INC. SYDEXINDEXICATION NEEDS AND MIX LAKE FOREST, IL. 60045

LAKE FOREST, IL

THIS DOCUMENT PREPARED BY: CARIE L. MCCARTHY

FOR WM. BLOCK & COMPANY INC.

DEFI-01 RECORDING

140011 TRAM 1068 04/05/94 15:49:00 \$2937 5 x-94-305433

COOK COUNTY RECORDER

94305433

[Space Above This Line For Recording Date].

LOAN # 668366

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 28 . The mortgodor is *JEFFERY S. GRUNEWALD AND BARBARA GRUNEWALD, HUSBAND AND 19 94 WIFE

· ("Borrower"). This Security indigration to

WM. BLOCK & CO., INC.

ITS SUCCESSORS OR ASSIGNS which is organized and existing under the laws of

STATE OF ILLINOIS

, and whose address is

("Londor"),

254 MARKET SQUARE

LAKE FOREST, IL 60045

Borrower owes Lander the principal sum of Or F HUNDRED TWENTY-FIVE THOUSAND AND 00/100

125,000.00). This debt is evidenced by Barrower's note dated Dollars (U.C. 4 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 MAY 1, 2009 This Security instrument secures to Londer: (a) the repayment of the debt evidenced by the Note, with in rest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragrain 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security inst union and the Note. For this purpose, Borrower does hereby mortgage, grant, and convey to Londor the following described properly located in COOK

LOT 16 IN FRANK H. IRELAND'S SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 1/2 OF LOT 3 IN GEORGE SELLER'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 4) NROTH, RANGE 14, EAST OF or -lary's Office THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

*A/K/A JEFFREY S. GRUNEWALD

PIN # 14-19-122-036-0000 which has the address of 2120 W. WAVELAND AVE.

CHICAGO

filinois 60618 ("Property Address");

(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtanances, 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 catate 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 varia<u>tion</u>s by jurindiction to constitute a uniform accurity instrument caveling real property.

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

P2500000

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

- 1. Payment of Principal and Interest; Prapayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any propayment 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; 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 "Escrow Items." 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 federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12.

 U. S. C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds nots a lesser amount. If so, Lander may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Londer may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow froms or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a fadoral agency, instrumentality, or antity (including Lender, if Lender is such an institution) or in any Federal Home Lean Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge for holding 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 Lander to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or an applicable law requires interest to be paid, Lender shall not he required to pay Borrower any interest or carnings on the Funds. Borrower and Lander 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 piedged as additional security for all turns 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 accordings with the requirements of applicable law. If the amount of Funds held by Lender at any time is not sufficient to pay the Escrow litting when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to pixe up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of cli came secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21 Londer shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender of the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless pplicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to give late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all trices essessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, or thesehold 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 them on time directly to the person owed payment. Borrower shall promptly furnish to be idea 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 lian which has pricitly over this Sacurity Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the iten in a man ar acceptable to Lender; (b) contests in good faith the lian by or defends against enforcement of the lian in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the iten an agreement satisfactor; to Lender subordinating the iten to this Sacurity instrument. If Lender determines that any part of the Property is subject to r lich which may attain priority over this Sacurity Instrument. Lender may give Borrower a notice identifying the lien. Burrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the Improvement \ 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 cricums 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 falls to maintain coverage described above, Lender rary, to 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 Lunder and shall include a stand of mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly giv: to lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the injurer or 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 restriction 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 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 19 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 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 occupanct, 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 judgement 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 reinstate, 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 for failed to provide Lender with any material information in

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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 Instrumnet 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 title fee shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower falls to purform 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 condomnation 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 sums secured by a lian which has priority over this Security Instrument, appearing in court, psying reasonable atternoyal 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 been interest from the date of disbursement at the Note rate and shall be psychia, with interest, upon notice from Lender to Borrower requesting payment.

- 8. MORTGAGE INSURANCE. If Londer 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. It, for any reason, the mortgage insurance coverage required by Lender lapses or causes 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 the Borrower of the mortgage insurance previously in effect, from an elternate 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 caused to be in effect. Lender will accept, use and ratain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Londer, if mortgage insurance coverage (in the amount and for the period that Londer requires) provided by an insurer approved by Londer again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the require and for mortgage insurance and for the period that Londer with any written agreement between Borrower and Londer or applicable law.
- 9. Inspection. Let do or its agent may make remonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or price 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 useigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, a 1', after notice by Landar to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower falls to respond to Cender within 30 days after the date the notice is given. Londer is authorized to collect and apply the proceeds, at its option, either to a storation or repair of the Property or to the sums secured by this Security instrument, whether or not then due.

Unless Lander and Barrower atherwise 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 mir's or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not verver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Jerder to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or of lerwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or 3 rower's successors in interest. Any forbearance by Lender in exercising any right or remady shall not be a waiver of or proclide the exercising any right or remady.
- der in exercising any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy.

 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 Lander and Borrower, avalent to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs (3) Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Decroyer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by (3) Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms 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 acts 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 shall be reduced by the amount necessary to make the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refundry to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to exceeded. If a refund reduces principal, the reduction will be treated as a partial propayment without any prepayment charge under the Note.
- 74. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering to by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and 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 Instument,
- 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 for 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 exarcised 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 Burrower 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 falls 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.

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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 enrier of: (a) 8 days (or such other period as applicable inw may specify for reinstatement) before safe 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 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 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 Service, 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 also 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 quartition of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Fronce ty.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulator, attency 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 invironmental Law.

As used in this paragrap's 2", "Hazardous Substances" are those defined as toxic or hazardous substances by Environmental Law and the following substances; pasoline, kerosene, other flaminable or toxic petrolaum products, toxic pesticides and harbicides, volatile solvents, materials containly, asbestos or formulablyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and law a of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Romedies. Lender s'ail give notice to Borrower prior to acceleration following Borrower's branch of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwice). 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 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 dafault 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 accured by this Security instrument without further demand and risy 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 Itis' ument, 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 (comption in the Property,

24. Riders to this Security Instrument. If one or more riders are executer, 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 the Security Instrument.

[Check applicable box(es)]

Adjustable Rate Rider	Condorninium Rider	1 - 4 Family Ridor
Graduated Payment Rider	Planned Unit Development Rider	Bit reakly Payment Rider
Balloon Rider	Rate Improvement Rider	Sacrad Home Rider
Otheria) [apacity]		C

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

Witnessus:	4 .	
	* I May & promended	(Saal)
	*JEFBERY S. GRUNEWALD	-Borrower
	Social Security Number 330-50-8947	in the state of the said space
	BARBARA GRINEWALD	(Sani)
	t	-001104401
	Social Security Number 331-42-5177	
*A/K/A JEFINE S. GRUNEWALD		,÷
(Space Below This	s Une For Acknowledgment)	·····
STATE OF ILLINOIS, OCOL	County as:	
, and undusigned	, a Notary Public in and for east county a	nd atato,
to horoby cortify that JUNION GRUPOLIS GRUPOLIS AND BUY VAVA GRUPOLIS IN PARAMETER OF THE CORD OF THE	NUAL WIAL STATES. GOVERNMENT OF THE STATES O	an a
subscribed to the foregoing instrument, appeared before me t		I ho If-
signed and delivered the said instrument as - + + + + + + + + + + + + + + + + + +	(reg and voluntary act, for the uses and purpose	U
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Given under my hand and official seal, this 20	divot 11 alch. , 10 9	KI.
My Commission expires:	Winter & March 109	•
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"OFFIC" . SEAL" NIRSTEN L. SMITH	15:	
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