95777469

RERITAGE TITLE COMPANY

DEPT-01 RECORDING

\$33.50

. T\$0010 TKAN 3260 11/09/95 15:44:00 . \$2923 \$ CJ #-95-777489

COOK COUNTY RECORDER

UPON RECORDING, PLRASE RETURN TO: CONTINUATORISE CORPORATION 500 ENTERPRISE ROAD, SUITE 150 RORDHAM, PA 19044 (215) 957-3709/1/25

· [Spice Above That Line For Recceding Date] -

MORTGAGE

LOAM NOMPER 0001675545

3550)

THIS MORTGAGE ("Security Instanting") begiven on might amended, watha amended

OCTOBER 24TH 1995

. The mortgagor is

("Bostower"). This Security Instrument is given to Confusion Torroration

which is organized and existing under the laws of THR STATE OF DELAWARE

sacdw bas.

addies k 500 mykrprisk road, Suttk 150 Korskan, pa 19044

("Leader"). Borrower owes Leader the principal sum of

OME HOMORRO MINE THOUSAND ONE HUNDRED & 00/100

Dollars (U.S. \$ 109,100.00

This debt is evidenced by Borrower's note desert the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and psyable on GCTOBAR 37TH, 2015. 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 and a rangemph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's consensus and agreements a like this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Courty, Illinoise

SER EXHIBIT A ATTACHED

which has the address of Illinois 5050 W BIRCHWOOD AVE, BROKIE 60077 (Zip Cots) ("Property Address"): [Street, City].

HLINOIS -Single Family - FNMAPHEMC UNIFORM INSTRUMENT FORM 8014 9/80

-dff(fil.) (3465) Ameridad VMP MORTUNOE FORMS (400)\$21-729! //

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9577748

PATENT SUBJECTION TO TO SECTION TO SECTION TO SECTION OF THE PRINCIPAL MERIDIAN, IN COOK

TXBTHER WITH all the improvements now or hereafter executed on the property, and all easements, appointmenters, 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 Borower is lawfully neiged of the estate fureby 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 continues uniform coverants for national use and non-uniform coverants with limited variations by jurisdiction to consultute a uniform security instrument covering real property.

LINIPORM 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 prepayment and late charges due under the Note.

2. Funds for Taxee and Insurance. Subject to applicable law or io a written waiver by Lender, Horrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Pands") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasthold payments or ground reads on the Property, if any; (c) yearly inazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly nurtigage insurance premiums, if any, and (f) may sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of montgage insurance premiums. These were are called "Escrow Homs." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a leader for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amounted from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If no, 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 doe on the basis of current data and reasonable estimates of expendatures of future Historian of otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are instituted by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or ir any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge florrower for helding and applying the Funds, annually analyzing the escrow nocount, or verifying the Escrow Items, unless Lender pays florrower to est on the Funds and applicable law permits Lender to make such a charge. However, Lender may require florrower in pay a one-time charge for an independent real estate any reporting service used by Lender in connection with this hom, unless applicable in a provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay florrower my interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall give in Romower, without charge, an annual accounting of the Funds, showing credits and debits to the lands and the purpose for which each debit to the Funds was made. The Funds are pledged as additional accurity for all sums second to, this Security Instrument.

if the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Bostower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Punds held by Lender at my time is not sutherent to pay the Ecorow lumin when due, Lender may so notify Reservoir a writing, and, in such one Bostower shall pay to Lender the amount necessary to make up the deficiency. Bostower shall make up the deficiency in no more than twelve

monthly payments, at Lender's sole discretion.

Upon payment is full of all sums secured by this Security Instrument, Lender shall promotly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, p for to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit to sainst the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Louder 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, so 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 attributable to the Property which may alkain priority over this Socurity Instrument, and leasehold payments or ground reats, 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 Leader all notices of amounts to be paid under this paragraph. If Borrower nakes these payments directly, Borrower shall promptly furnish to Leader receipts evidencing the payments.

Borrower shall promptly discharge any tien 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) contosts in good faith the lien by, or defends against enforcement of the lien 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 lien as agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Horrower a notice identifying the lien. Borrower shall smisfy the lien or take one or more of the actions set forth since within 10 days of the giving of notice.

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5. Hazard or Property Insurance. Business 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 unceasonably withheld, if Burrower fails to maintain coverage described above, Lender may, as 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 chause. Lender shall have the right to hold the policies and renewals. If Lender requires Borrower shall promptly give to Londer all recripts of paid premiums and renoval 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 prade 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 lessible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be leavened, 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 sheadons the Property, or does not unawar within 30 days a notice from Lender that the insurance carrier has offered to senie a claim, then Lender may could the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security (nearwheat, whether or not then due. The 30-they period will begin when the notice is given.

Unless Lender and Iscorower otherwise agree in writing, any application of proceeds to principal shall not extend or postpout the due date of the mounty resyments referred to in puregraphs 1 and 2 or change the amount of the payments. If under paragraphs 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 well pass to Lender to the extent of the sums secured by this Security Instrument immediately

6. Occupancy, Preservation, Mair sepance and Protection of the Property; Borrower's Loan Application; Leasebolds. Bostower shall occupy, establish, and use the Property as Bostower's principal residence within sixty days after the execution of this Society 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 eggest in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond lightness's control. Burrower 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 Leader's good faith judgment could result in forteiture of the Property or otherwise materially impair the luce created by this Security Instrument or Lender's security interest. Bosrower may cure such a default and reliastic, as provided in paragraph 18, by country for retire or presenting to be discussed with a collect than in Leader's good faith determination, precludes forfeiture of the Boxtor er's interest in the Property or other material impairment of the lien created by this Security Instrument or Leader's security interest Corrower shall also be in default if Borrower, during the ioan application process, gave materially false or inaccurate information of patements to Lender (or failed to provide Lender with may material information) in connection with the loan evidenced by the Mote, 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 Bostower Lails to perform the covariants 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, probete, for condemnation or forfestore or to enforce brees or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lander's rights in the Property. Lander's actions may include paying my 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 Lendor may take action under the regarden 1, Lender

Any amounts disbursed by Lender under this paragraph 2 shall become additional debt of Borrower accuracy this Security Instrument. Unless Borrower and Leader 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 thall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lopson 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 Londer. 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 pald by Borrewor 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 of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, it mixtgage transacte coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and it obtained. Horrower shall pay the practiums required to maintain multipage mixtures an effect, or to provide a loss reserve, until the requirement for mixtgage insurance ends in accordance with any written agreement between Harrower and Lender in applicable law.

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

Burrower notice at the time of or prior in an inspection speedlying reasonable cause for the inspection.

10. Condennation. 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 her of condemnation, are hereby assigned 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 Horrower. In the event of a pertual taking of the Property in which the fair 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 shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured, samediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in Market value of the Property in Which the fair market value of the Property in Which the fair market value of the Property in Which the fair market value of the Property in Which the fair market value of the Property in Which the fair market value of the Property in Which the fair market value of the Property in Which the fair market value of the Property in Which the fair market value of the Property in Which the fair market value of the Property in Wh

If the Property is abandoned by Bossower, or if, after notice by Lender to Bossower that the condemnor offers to make an award or settle a claim for damager. Bossower fails to respond to Lender within 36 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or no 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 it, paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance Py Funder Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security in training granted by Lender in any successor in interest of Borrower shell 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 release to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right of reflectly shall not be a walver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Or eigners. 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 covenants and agreements shall be joint and several. Any Borrower who co signs this Security Instrument but does not execute the Note: (a) is en-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the some secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbest or make any accommodations with regard to the terms of this Security Instrument or the Note victions 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 shall be reduced by the amount necessary to reduce the charge so the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be extended to Borrower. Leader may choose to make this refund by reducing the principal owed under the Note or by enaking a direct payment to Horrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any propayment charge under the Note.

14. Notices. Any notice to Borrower provided for or this Security Instantent shall be given by delivering it or by mailing at by first class mail unless applicable law requires use of another another another 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 geverable.

FORM 3014 9:70

16. Borrower's Copp. Hotrower shall be given one confirmed expy of the Note and of this Security Instrument.

17. Transfer of the Property in a Beneficial Interest in Borrower. If all or any part of the Property or any indicest in 4 in sold or transferred (or if a beneficial interest in Hormwer is sold or transferred and Horrower 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 roalled 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 Hornower.

18. Berrower's Right to Refortate. 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 reinstalament) before sale of the Property pursuant to any power of sale continued in this Security Instrument, or (b) easy of a judgment refuseing this Security Instrument. Those conditions are that Horrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cares any default of any which convenients or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, transmable atterneys' fees; and (d) takes such action as Lender may reasonably require to assure that the hen 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 bereby shall remain falsy effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 1%.

19. Sale of Note; Change A 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 rum bit; payments due under the Note and this Socurity 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 pangraph 14 above and applicable law. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Borrower shall not rame or permit the presence, use, disposal, storage, or release of any biazardous 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 invalidation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Properly and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or in initially any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Properly is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used to this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, herosene, other flammable or toxic petroleum products, toxic petroleum petro

NON-UNIFORM COVENANTS. Bostower 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 to this Security Instrument (but not prior to acceleration under paragraph 17 suless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to are 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 hefore 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 may 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 remediate provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Form 2014 9/00

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22. Release. Upon payment of all name secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Horaestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrum	ent. If one or more r	iders are executed by I	Secretariand recorded to	gether with this
Security Instrument, the covenants and	agreements of each such	rider shall be incorpora	tiod into and shall amend	and supplement
the coverants and agreements of this Sec	unity Instrument on if the	e rider(x) were a part of	this Security Instrument	
{Check applicable box(rs);	•		·	
Adjustable Rate Rid a	Condominio	us Rider	i 4 Family Rider	
Graduated Payment Fulls	Planned Unit Development Rider		Biweekly Payment Rider	
Balloon Rider	Rate Improv	rement Rider	Second Home Rid	lor
V.A. Rider	Other (s) (ap	ecify]		
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BY SIGNING BELOW, Borrower a	exepts and agrains to the	torms and coverages on	bizzaed in this Security in	of box topounter
any rider(a) executed by Borrower and re	corded with it.			
Witnessen:				
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STATE OF ILLINOIS,		County	M: ()	
1. The widered			1/30.	
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NINAT ANIMALS and PATKA ANIM	MI8		(C)	
				N. C.
as because and source of the second source of	.,,	versionally known to me	to be the same person(s)	whose name(s)
sebsorbed to the foregoing instrument, ap				
signed and delivered the said instrument a			e and purposes therein se	forth.
Given under my hand and official sea	i, this 24TH	day of OCTOBER	1	1995 .
Mr. Commission Francisco		1) Hirdale	~~~~	
My Commission Expires: 5 11 99		OF COL	FICIAL SEAL	#
		Notery Public S	NNETTE BLOCK	}
This Instrument was propered by: CTOX	ISTY PADDATE	VOATABLE	PUBLIC, STATE OF ILLING	ue {
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