RECORDATION REQUESTED BY:

PNC BANK, NATION ASSOCIATION ONE PNC PLAZA FIFTH AVENUE & WOOD STREET PITTSBURGH, PA 15222 NATIONAL

WHEN RECORDED MAIL TO:

PNC BANK, NATIONAL ASSOC ATTN: COLLATERAL CONTROL 2730 LIBERTY AVENUE PITTSBURGH, PA 15222

SEND TAX NOTICES TO:

DAVISON W BARTLEY SUZANNE C BARTLEY 2131 LINNEMAN ST GLENVIEW, IL 60025 and 96538551

DEPT-01 RECORDING

\$29.59

- T\$5555 TRAN 7750 07/15/96 15:53:00
- \$9961 ÷ JJ ×-96-532551
- COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

96538551

This Mortgage prepared by

CHARLES LUDOLFF, PNC BANK, N.A. 1 PNC PL, 5TH & WOOD ST, PGH, PA 15222

MORTGAGE

THIS MORTGAGE IS DATED JULE 17, 1996, between DAVISON W BARTLEY and SUZANNE C BARTLEY, whose address is 2131 LINNEMAN ST, CLENVIEW, IL 60025 (referred to below as "Grantor"); and PNC BANK, NATIONAL ASSOCIATION, whose address is ONE PNC PLAZA, FIFTH AVENUE & WOOD STREET, PITTSBURGH, PA 15222 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the rollowing described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and protity relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

SEE ATTACHED EXHIBIT I

The Real Property or its address is commonly known as 2131 LiNNEMAN ST, GLENVIEW, IL 60025. The Real Property tax identification number is 04-34-411-003.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the Unit d S ates of America.

Borrower. The word "Borrower" means each and every person or entity signing the Note including without limitation DAVISON W BARTLEY.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated June 17, 1996, between Lender and Borrower with a credit limit of \$40,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The interest rate under the Credit Agreement is a variable interest rate based upon an index. The index currently is 8.250% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 1.250 percentage points above the index, subject however to the following maximum rate. Under no circumstances shall the interest rate be more than the lesser of 18,000% per annum or the maximum rate allowed by applicable law.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

Grantor. The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Credit Agreement, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Credit Agreement except as otherwise provided by contract or law.

The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Indebtedness. The word "indebtedness" means all principal and interest payable under the Credit Agreement

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and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Borrower under the Credit Agreement, but also any future amounts which Lender may advance to Borrower under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Credit Agreement and Related Documents. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$40,000.00.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property row or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and capether with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Troperty" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SICCURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRAVITOR UNDER THIS MORTGAGE. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STAUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING PERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lenger from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor and Borrower agree that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Real Property and collect the Rents.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and procedure perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, re-mit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Montgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any charge in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in the following paragraph.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

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Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall defiver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that could materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the credit line and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Credit Agreement, or (c) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. This Montgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY: DEFENSE OF TIME. The following provisions relating to ownership of the Property are a part of this

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and racumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, length in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons.

The following provisions concerning existing indebtedness (the "Existing EXISTING INDEBTEDNESS. indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Mortgage security the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and a grees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security decouplests for such indebtedness.

such indebtedness, or any default under any security decrepents for such indebtedness.

FULL PERFORMANCE. If Borrower pays all the Indebtedness y han due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage. Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Bento and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time. If, however, payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy any or law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative and; having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or comprise of any claim made by Lender with any claimant (including without limitation Borrower), the indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repair or recovered to the same extent as if that amount never had been originally received by Lender, and Gran or shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to the default ("Event of Default").

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of derails ("Event of Default") under this Mortgage: (a) Granter commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes. (d) Events Affecting the Property. Any other creditor tries to take the property by legal process, any tax lien or levy is filed or made against any Grantor or the Property, or the Property is destroyed, or seized or condemned by federal, state or local government.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Lender shall have all other rights and remedies provided in this Mortgage or the Credit Other Remedies. Agreement or available at law or in equity.

Attorneys' Fees; Expenses. In the event of foreclosure of this Mortgage, Lender shall be entitled to recover from Grantor and Borrower attorneys' fees and actual disbursements necessarily incurred by Lender in

(Continued)

pursuing such foreclosure.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Applicable Law. Except as set forth hereinafter, this security instrument shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, except and only to the extent of procedural matters related to the perfection and enforcement by Lender of its rights and remedies against the Property, which matters shall be governed by the laws of the State of Illinois. However, in the event that the enforceability or validity of any provision of this security instrument is challenged or questioned, such provision shall be governed by whichever applicable state or federal law would uphold or would enforce such challenged or questioned provision. The loan transaction which is evidenced by the Credit Agreement and this security instrument (which secures the Credit Agreement) has been applied for, considered, approved and made in the Commonwealth of Pennsylvania.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the

homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.			
EACH GRANTCA CKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.			
GRANTOR:			
DAVISON W BARTLEY (SEAL)			
x Sozm & (1211)			
SUZANNE C BARTLEY			
Signed, acknowledged and delivered in the p esence of:			
* Jam J. Heomel I			
× tatuein H. B.			
Witness			
WAIVER OF HOMESTEAD EXEMPTION			
I am signing this Waiver of Homestead Exemption for the purpose of expressly releasing and waiving all rights and benefits of the homestead exemption laws of the State of Illinois as to all debts secured by this Mortgage. I understand that I have no liability for any of the affirmative con enants in this Mortgage.			
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DAVISON W BARTLEY, SUZANNE C BARTLEY			
INDIVIDUAL ACKNOWLEDGMENT			
STATE OF			
) \$6			
COUNTY OF Cook			
On this day before me, the undersigned Notary Public, personally appeared DAVISON W BARTLEY and SUZANNE C BARTLEY , to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes			
On this day before me, the undersigned Notary Public, personally appeared DAVISON W BARTLEY and SUZANNE C BARTLEY , to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.			
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Momber, Pennsylvania Association of Notaries

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Page 5

INDIVIDUAL ACKNOWLEDGMENT

100	STATE OF Allena is			
1) SS			
ī	COUNTY OF Cooks			
	On this day before me, the undersigned Notary Public, personally appeared DAVISON W BARTLEY, SUZANNE C EARTLEY, to me known to be the individual described in and who executed the Waiver of Homestead Exemption, and acknowledged that he or she signed the Waiver of Homestead Exemption as his or her tree and voluntary act and deed, for the uses and purposes therein mentioned.	,		
	Given under my hand and official seal this 3 day of July , 19 96			
	By Level Carol marson Residing at 65.6 3 years 27 Of Ca.	ردی ـ		
	Notary Public in and for the State of Supplied Unda Carol Marasco, Notary Public Pitsburgh Alicobary County			
	My commission expires			
	INDIVIDUAL ACKNOWLEDGMENT			
	STATE OF Illino			
) ss			
	COUNTY OF COUTE)			
	On this day before me, the undersigned No ary Public, personally appeared DAVISON W BARTLEY, SUZANNE C BARTLEY, to me known to be the individual described in and who executed the Waiver of Homestead Exemption, and acknowledged that he or she signed the Waiver of Homestead Exemption as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.			
	Given under my hand and official seal this 3 day of July , 19 24.			
	By Linda Cal Marcow Verlding at 6536 Fyrance St. Po	٠/-		
	Notary Public in and for the State of Notarial Seal Notarial Seal Inda Cerol Marasco, Notary Public Pile Surph, Alleghery Courts File Surph, Alleghery Courts The Pile State of Surphy Seal Notarial Seal Inda Cerol Marasco, Notary Public Pile Surph, Alleghery Courts The Pile State of Seal Notarial Seal Inda Cerol Marasco, Notary Public Pile Surphy Seal Notarial Seal Inda Cerol Marasco, Notary Public Pile Surphy Seal Notarial Seal Inda Cerol Marasco, Notary Public Pile Surphy Seal Notarial Seal Notarial Seal Inda Cerol Marasco, Notary Public Pile Surphy Seal Notarial Seal	·ce		
	My zomir ussion Sopires May 5, 1997 Member, Pront ylvania Association of Notaries			
	SER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.21 (c) 1996 CFI ProServices, Inc. All rights reservedG03 X0605012.LN L3.OVL)	, 20 20		

SIGNATURES REQUIRED

DAVISON W. BARTLEY & SULANTIF S. BARTLEY

LEGAL DESCRIPTION: COUNTY OF JOK LOT THE THOMAS E. SULLIVAN JR. CLEN. DEED RECORDED 7/01/36, DEED VOLUME PAGE, PROCED 04-34-411-003 WITH AN ADDRESS OF 2111 LINNEMAN ST. GLENVIEW, IL.

THANK YOU FOR USING GENERAL AMERICAN CATOITS. JRD

5/16/36 09:57 20-00352527

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Exhibit #1