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LOAN ID:

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 21, 1998. The mortgager is Samuel Abraham Samuel Abraham, Jr. (A Married Man) ("Borrower"). This Sucurity instrument is given to National Consumer Services., L.L.C., which is argunized and existing under the laws of the State of Georgia, and whose address is 16 Perindlor Ctr. E., Sio 1600, Allanta, GA 30346 ("Lender"). Borrower owes Lender the principal sum of Eleven Thousand Six Hundred Eighty-Six and 00/100 Dollars (U.S.\$ 11,686.00). This dobt is evidenced by Parcyer's note dated the same date as this Security Instrument ("Note"). which provides for monthly payments, with the full debt, it not paid earlier, due and payable on November 26th, 2011. This Security Instrument secures to Lond(r: /a) the repayment of the debt evidenced by the Note, with Interest, and all renewals, extensions and modifications of the locie; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Institument; and (c) the performance of Borrower's covenants and agreements under this Security instrument and the Note. Fc/ this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in Cook County, Illinois.

LOT 9 IN BLOCK 2 IN COLE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTH 20 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 AMO THE WERST 4,21 ACRES OF THE SOUTH 20 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 5. TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD FRINCIPAL MERIDIAN, IN COOK COUNTY.ILLINOIS.

TAX #25 05 229 033 VOL. 449

which has the address of 9018 S. Morgan, Chicago, Illinois 60820. ("Property Address")

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

11.

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BORROWER COVENANTS that Borrower is lawfully secred of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Institute. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lorder 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 atlain 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; and (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by floorower to Lender, in accordance with the provisions of paragraph it, in fleu of the payment of mortgage insurance premiums. Those items are called fiscrow litems." Lender may, it any time, collect and hold funds in an amount not to exceed the maximum amount a tender. For a federally related mortgage loan may require for floorower's escrow account under the federal fleat Estate Settlement frocedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 at seq. ("RESPA"), unless another law that applies to the funds ants a lesser amount. If so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount. Lunder may estimate the amount of funds due on the basis of current data and reasonable estimates of expanditures of future flacrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose depeals are insured by a federal agency, instrumentality, or, entity (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 Borrower for holding and applying the Funds, annually analysing the escrow account or varilying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender 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 applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Londer may regist in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an almust recounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds. The Funds are piedged as additional security for all sums accured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable tim, bender shall account to Borrower for the excess Funds in accordance with the requiements of applicable like. If the amount of the Funds held by Lender at any time is not sufficient to pay the excrowiters when due, Lender may so notify Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly reland to Fortuwer any Funds held by Lender. If under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquirement as of the Property, shall apply any Funds held by Lender at the time of acquirellor or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable two 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 any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, three and impositions attributable to the Property which may attain priority over this Society instrument, and lonsehold 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 lumish to Londer all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, florrower shall promptly lumish to Londer receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees

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in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, logal proceedings which in the Lender's opinion operate to prevent the enforcement of the lion; or, (c) secures from the holder of the lien an 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 Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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5. Hazard or Property Insurance. Borrower shall keep the keprovements now existing or hereafter erected on the Property insured against loss by like, 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 help to eright to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of pair 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 Londer and for ower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the fustoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not occurrencially feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Socurity Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or dross not answer within 30 days a notice from Lender that the insurance carrier has affered 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.

Unions Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments reminded to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lunder, 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 Projection of the Property: Borrower's Loan Application; Leascholds. Borrower shall occupy, establish, and groups Property as Borrower's principal residence within skity days after the execution of this Security Instrument and shall configure to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless trade 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 six? or criminal, is begun that in Lender's good faith judgment could result in forfollure of the Property or otherwise inglenelly impair the lien created by this Security Instrument or Lender's security interest. Borrower may dure such a default and reinstations provided in paragraph. 18, by causing the action or proceeding to be dismissed with a ruling that, in Londer's good faith differmitation, procludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created or this Security instrument or Lender's security interest. Dorrower shall also be in default if Borrower, during the loan appropries process. gave materially false or inaccurate information or statements to Lender(or fall to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning thorrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Dorrower shall comply with all the provisions of lease. If florrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless trander agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Corrower 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 to failure or to enforce laws or regulations), then tunder may do so and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lander's actions may include paying any sums secured by a ken which has priority over this Security Instrument, appearing in court, paying reasonable afterney's 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

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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, it Lunder 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 substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. It substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twellth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage inpaed 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, if mortgage insurance coverage(in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to border.

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 Borrower. In the event of a partial taking of the Property in which the fak market value of the Property in mediately 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 an included by the taking, divided by (b) the fax market value of the Property immediately before the taking. Any balance where he paid to the Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable taw other wise provides, the proceeds shall be applied to the sums socured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender in Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, bither to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of process to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lettder Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or bettey of a successors in interest. Lender shall not be required to commence proceedings against any successor in interest or rainse 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 or remedy shall not be a waiver of or preclude 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 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 co-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 sums secured by this 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 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

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necessary to reduce the charge to the permitted limit; and (b) any some already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

- 14. Notices. Any notice to Bonower provided for in this Security Instrument shall be given by delivering it or by mailing it by liest class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Bonower designates by notice to Lender. Any notice to Lender shall be given by liest 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 fedural 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 conflict with applicable law, such conflict shall not affect other provision of this Security Instrument or the Note which can be given affect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial interest in Borrower. If all or any part of the Property or any interest in it is sold to transferred (or if a Beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lendor written consent, Lendor 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 Lendor II 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 followed or mailed within which florrower must pay all sums secured by this Security Instrument. If Borrower Inits to pay these sums prior to the expiration of this period, Lender may knowle any remedies permitted by this Security Instrument without derither notice or domaind on Borrower.

- 18. Borrower's Right To Reinstate. If 35,0,00 mouts certain conditions, Gorrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 8 days for 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 info cing this Security Instrument. Those conditions are that Borrower: (a) pays Lendor all sums which then would be due under this Security Instrument and the Note as if no acceleration has occurred; (b) cures any default of any other covenants or acreements; (c) pays all expenses incurred in enforcing this Security Instrument, including but not limited to, reasonably alternacy; less; 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 folly effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration surgery paragraph 17.
- 19. Sate of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity(known as the "Loan Servicer") that collects monthly payments due under the Note and thir 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 proceeding 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, Gorrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Itazardous Substances" are those substances delined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum

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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 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 accured 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 foreglosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosura: If the default is not cured on or before the date specified in the notice, Lender, at its oplion, 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. Wender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.
- 22. Release. Upon payment of its sums secured by this Security instrument, this Security Instrument shall become rull and void. Lender shall release this this Security Instrument without charge to the Borrower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Horrower war/as all rights of homestead exemption in the Property.
- 24. Riders to this Security Instrument. If one or more riders are executed by florrower and recorded together with this Security Instrument, the covenants are 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.

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[] Graduated Payment Bider	[] Planned Unit Dev. Fide.	() Biweekly Paymont fixed
[] Balloon Filder	[] Rate Improvement Rider	[] Second Home Hider
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BY SIGNING BELOW, Borrower accepts and agrees to the to	ims and covenants contained in this Security Instrument		
and in any rider(s) executed by Borrower and recorded with it.			
Signed, sealed and delivored in the presence of:			
	Abryl Wallen (Soal)		
No X / // C	Samuel Abraham afkia		
Nesa . Mural	Arnf alex (Seal)		
ARESA 8. ABRAHAM IS SIGNING THIS MORTGAGE FOR THE SOLE PURPOSE OF	Samuel Abraham, Jr.		
WALVING PONESTEAD RIGHTS AND INTERESTS	(Seul)		
AND IS NOT A COBORROWER.	V domawar		
<u> </u>	(Seal)		
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STATE OF ILLINOIS COUNTY S	38:		
1. Alexander Comment of a Notary Public I	o until for early County and State to hereby earlify that		
Samuel Abraham alkia and Samuel Abraham, J., personally known to the religious has same person(s) whose name(s)			
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/they have and voluntary act, for the uses and purposes therein set forth.			
and depend in the sale materials as memorities has an inclining	if not the troop and proposed indigen see to the		
Given under my hand and official soal this 21st day of November, 1998.			
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My Commission Expires:	ary Public		
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