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COCK COUNTY RECURDER

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MORTGAGE

THIS MORTGAGE ("Sourity Instrument") is given on February 29, 1996
The mortgagor is BRADLEY A BENNETT AND JOANNE C BENNETT, HUSBARD AND WIFE

("Borrower"). This Security Instrument is given to

FINANCIAL FEDERAL TRUST AND SAVINGS BANK

which is organized and existing under the lays of the United States of America , and whose address is
21110 S. NESTERN AVERUE, UNITED FIELDS, ILLINOIS 60461

("Lender"). Berrower owes Lender the principal turn of

FORTY MIGHT TROUSAND AND 00/100

Dollars (U.S. \$ 48,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, noth the full debt. If not paid earlier, due and payable on April 1, 2011 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with uncrest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the posformance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby scorngage, grant and convey to Lender the following described property located in

LOT 3 IN BLOCK 4 IN REMDEN ASTATES SUBDIVISION, BRING A SUBDIVISION OF PART OF THE MORTHEAST 1/4 OF THE SOUTHKAST 1/4 OF SECTION 31, TOWNSHIP 36 WORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL HERIOTAY, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTERE OF LITTLES OF COOK COUNTY, ILLINOIS, ON APRIL 22, 1974 AS DOCUMENT MD. 2748FJF, IN COOK COUNTY, ILLINOIS.

96173940

PERMANET PROPERTY TAX MINUSER (8)

28-31-400-330

which has the address of 6424 W 18079 ST

Streeti

TIPLEY VARR

lilizois

60477

("Property Address");

12m Codel

LOAN NUMBER:

1000203922700

BLANOIS - Sincle Family - Pannie Man/Freddle Man (CVIPORM INSTRUMENT

Ureer Lakes Businese Forth: Inc. To Order Gair 1-500-520-6088 (2) Fax 616-791-1131

ITEM 1878L1 (8404)

(Page 1 of 6 pages)

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Property of Cook County Clerk's Office

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."

BORROWER COVENANTS that Borrower is lawfully seised 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

cacumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering mal property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Be rower 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. Punds for Taxes and Insurance. Subject to applicable iaw or to a written waiver by Lender, Borrower shall pay to Lender on the day morahly payments are due under the Note, until the Note is paid in till, 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 rems on the Property, if any; (c) yearly hazard or property insurance promiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escross froms." Lender may, at any time, collect and hold Funds in an amount not the exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2691 et seq. ("RESPA"), unless another law that applies to the Funds set a lesser amount. If so, 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 the on the basic of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrew Items. Lender may not charge borrower for holding and applying the Funds, annually analyzing the escrew account, or verifying the Escrew Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may dequite Borrower to pay a oue-time charge for an independent real escale 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 raid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender 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 medits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums 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 Borrever for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender only so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve mostably payments, at Lender's sole discretion.

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

3. Application of Payments. Unless applicable 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 an erms payable under

paragraph 2; third, to interest duc; 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 abritunable to the Property which may attain pricrity over this Security Instrument, and leasehold payments or ground rents, it may Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that menner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promotly furnish to Lender 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.

Antrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manuer acceptable to Lender; (b) contests 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) accures 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. Sorrower shall satisfy the lieu or take one or more of the actions set forth above within 10 days of the giving of notice.

3. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hareafter 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

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for the periods that Lentier 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 morngage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt revice to the insurance carrier and

Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Bosrower, if Borrower abendons 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 same 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 i and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property poor to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

- Occupancy, Preservition, Maintenasce and Protection of the Property; Borrower's Loan Application; Lesscholds. Borrower shall occupy, camblish, 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 its Borrower's principal residence for at least one year after the date of occupany, unless Lender otherwise agreer in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrewer's control. Borrower shall not destroy, damage or impoir the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any torfeiture action or proceeding, whether civil or criminal, is begin that in Lander's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Corrower 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 her created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the Vian application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender villency material information) in connection with the item evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger, a in writing.
- Protection of Lender's Eights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or forteining or it 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, Leader's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although leader may take action we 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 kerrewer accused by this Security Instrument. Unless Borrower and Lender agree to other terms or payment, these amounts shall transferent from the ease of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to border or requesting

- Mortgage Insurance. If Londer required mortgage insurance as a confidion 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 Londer lapses or ceases to be in offect. Sorrower shall hav the premiums required to obtain occurrage substantially equivalent to the mortgage insurance previously in effect, at a corr substantially equivalent to the cast to Borrower of the mortgage insurance previously in effect, from an alternate mortgage issurer approved by Lender. If submargially equivalent mortgage insurance coverage is not available, Bormwer shall pay to Leader each month a turn equal to con-twelfth of the yearly mortgage insurance premium being paid by Borrower when the togethere coverage lapsed or ceased to be in effect. Lender will accept, use and rectin these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the opike of Londer, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes evailable and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, of 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.
- Imspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Rossower notice at the time of or prior to an inspection specifying reasonable hause for the inspection

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19. 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 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 Borrower. In the event of a partial 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 immediately before the taking, 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 is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured 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 to Borrower that the condemnor offices to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the same secured by this Security Instrument, whether or not then due.

Uniess Lender and for ower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the morally payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Berrower Not Relayed; Furbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Londer to any successor in interest of Borrower shall not operate to relay 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 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 rumedy shall not be a waiver of or preclude the exercise of any fight 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 sams secured by this Security Instrument; and (c) agrees that Lander 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 necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower, which exceeded permitted limits will be refunded to Borrower. Leader may choose to make this refund by reducing the principal limit and threat payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial propayment without any prepayment charge under the Note.

14. Notices. Any notice to Portower provided for in this Security Instrument shall be given by delivering it or 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 Borrower, shall be placed by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any retire 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 his Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Corrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is problibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower naist pay all sums accured 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 Horrower.

13. Borrower's Right to Reinstate. If Burrower 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) 3 days (or such other period as

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cares 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 tien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sense 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 a change in the easity (mown as the "Loan Servicer") that collects mouthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The Lotice 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 importantion required by applicable law.
- 29. Hazardous Substances on or in the Property. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

NON-UNIFORM COVENANTS. Borrower and Lender further covenint and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any evenant or agreement in this Security Instrument (but no 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 cared; and (d) that failure to cure the default on or before the date specified in the profess may result in acceleration of the same 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 essert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its uption may require framediate 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 purpoling the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and easts of title (virence.)
- 22. Release. Upon payment of all sums secured by this Security Instrument, Londor shall release this Security. Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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this Security Instrument, the covenants	rument. If one or more riders are executed and agreements of each such rider shall be as of this Security Instrument as if the rider(s	incorporated into and shall amend and
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Homa Rider
Other(s) (s recify)		
BY SIGNING LEI OW, Borrower Security Instrument and 'a any rider(s) ex	accepts and agrees to the terms and covenant secuted by Borrower and recorded with it.	is contained in pages 1 through 6 of this
Witness:	Witness:	
x Southly 51	Darmura	C-C-Bennett (Scai)
BRADLEY S BENNETT	(Scali	(Seal)
	-Borro rer	-Borrower
	(Seal) -Borrower	(Scal)
STATE OF ILLINOIS,	COOK County	ss:
!, the undersigned	C	Public in and for said county and state,
_	DINETT AND JOANNE C BENNETT, BU	
subscribed to the foregoing instrument, a	, personally known to me to b. he same per appeared before me this day in person, and a HEIR free and voluntary	
Given under my hand and official se	eal, this 29TH day of 1'e	ibruary 1995
My Commission expires:	Th 1000	01000
Recory Public	ICIAL SEALS ICY MEASC A. Sists of Illinois on Expires 9/17/97 MALE, RECORDS	Notary Public Notary Public to DOCUMENT TO:
Bandie Woolard 18 Obland Borane Drive		ideral trust and savings bank
ORLAND PARK, IL 60462 (Address)	JOLIST, IL	
- 3		Forta 5014 9/90
ITEM TOTALS (BACH)	(Page 6 of 6 pages)	Frant Labra Brider sa Favore, Inc. \$8 To Grove Cali: 1-865-239 4895 (Francis: 761-174)

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