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DEPT-01 RECORDING

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CUNK COUNTY RECORDER

WHEN RECOPDED MAIL TO:

COUNTRYNICE HOM! AGAIS, INC.
MSN SV-79 / DOCUME TONTROL DEPT.

P.O. BOX 10/69

VAN NUYS, CALIFORNIA P.430-0266

LOAN #: 8476675

ESCHOW/CLOSING #

SPACE ABOVE FOR RECORDERS USE

Prepared by: R. DAHLKE

MORTGAGE 96013369 7600018 2-10/2

THIS MORTGAGE ("Security Instrument") is given up March 20, 1996

. The mortgagor is

HARVEY OLSON MARY L OLSON

("Borrower"). This Security Instrument is given to COUNTRYWIDE HOME LOANS, INC. which is organized and existing under the laws of NEW YORK address is

and whose

155 NORTH LAKE AVENUE, PASADENA, CA 91109

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

John Clar TWO HUNDRED THREE THOUSAND ONE HUNDRED FIFTY and 00/100

). This dobt is evidenced by Borrower's note date in the same date as this Security Dollars (U.S. \$ 203,150.00 instrument ("Noto"), which provides for monthly payments, with the full debt, if not paid smiles, due and payable on April 1, 2026 . This Security Instrument secures to Lender: (a) the reg symint 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 inverest, advanced under paragraph 7 to protect the accurity of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby nortgage, grant and convoy to Lender the following described property located in COOK County, Illinois:

· OH(IL) (0508)

ILLINGIS - Ringle Family - Fannie Mee/Freddle Mac UNIFORM INSTRUMENT

OFC (02/98)

VMP MORTGAGE FORMS - (EQGISS1-789)



BOX 333-CTI



agradina **gri**ky isik

LOAN #: 847667
THE SOUTH 75 FEET OF LOT 2 IN BLOCK 3 IN ARLINGTON FARMS A SUBDIVISION OF THE LOAN #: 8476675 ₩ EAST 50 ACRES OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 29. TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN 03-29-203-007

which has the address to 832 N. BEVERLY , ARLINGTON HEIGHTS

(Street, City)

Illinois 60004 -

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, 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 seized of the estate hereby conveyed and has the right to mortgage, grant and convoy the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property agains. *!. elaims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines unifor a covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform accurity in trument covering real property.

UNIFORM COVENANTS. Borrower and Londer covenar t 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 propayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law of a a written waiver by Londor, Borrower shall pay to Londer on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funda") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as relien on the Property; (b) yearly leasthold payments or ground rents 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 (l) 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 "Escrew Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum empount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Cottlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law the applies to the Funds sets a lessen 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 due on the basis of current data and reasonable estimates of expendit res of future Excrew Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Londer, if Londer is such an institution) or in any Foderal Home Loan Bank. Londer shall apply the Furus to pay the Escrow tiems. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits 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 carnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lander shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are 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 Borrower for the excess Funds in accordance with the requirements of applicable law, If the amount of the Funds held by Londer at any time is not sufficient to pay the Escrow Items when due, Lander may so notify Berrower 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

monthly payments, at Londor's solo 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, Londer shall acquire or sell the Property, Lender, prior to the acquisition or sale of the

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Page 2 of 7

LOAN #: 8476676

EProperty, shall apply any Funds held by Lender at the time of acquisition or saic as a credit against the sums recured by this & Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Londer under paragraphs of 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 tast, 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 attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to 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.

Borrower 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 manner acceptable to Londor; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Londor's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Londor subordinating the lien to this Security Instrument. It Londor determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Londor 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.

5. Hazard or Property Insurance. Borrower 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 fleeds or flooding, for which Lender requires insurance after 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 withhold. 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 renowals shall be acceptable to Londer and shall include a standard mortgage clause. Londer shall have the right to hold the policies and renowals. If Lander requires, Borrower shall promptly give to Londer all receipts of paid premiums and renewal notices. In the event of loss, Borroyer shall give prompt notice to the insurance carrier and Londer, Londer

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 last and Lender's security in not lessened. If the restoration or repair is not economically feasible or Lender's security would be last and, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to sopair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Londer 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 I and 2 or change the amount of the payments. If under paragraph 21 die Property is acquired by Londer, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Londer to the extent of the sums secured by this Security Instrument immediately.

prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Loan Application; Leaseholds: Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty cays after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default in forfeiture of the Property or otherwise nuterially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good fulth determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially faise or insecurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning florrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Horrower 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 morge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower falls 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 forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include

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LOAN #: 8476675

paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable lighterneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender places 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 ugree 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 Londor 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. If, for any reason, the mortgage insurance coverage required by Londor lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Londor. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Londor each month a sum equal to one-twelfth of the ready mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Londor will secept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be equired, at the option of Londor, if mortgage insurance coverage (in the amount and for the period that Londor requires) provided by an insurer approved by Londor 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 pay written agreement between Borrower and Londor or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Barrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any uward 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 flow 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 inimediately before the taking is equal in of greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Londer 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 12th market value of the Property immediately before the taking, divided by (b) the 12th market value of the Property in which the fair market value of the Property Immediately before the taking is less than the amount of the sams secured immediately before the taking, unless Borrower and Londer 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 offers 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 sums secured by this Security Instrument, whether or not then due.

Unless Londer and Borrower otherwise agree in writing, any application of proceeds to princip d 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 Lendor Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Londor to any successor in interest. Of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lendor 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 Lendor 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, mornly, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, apad that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan blaceed 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. 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 propayment without any prepayment charge under the Note.
 - 14. Notices. Any notice to Borrower 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 Londor. Any notice to Londor shall be given by first class mail to Londor's address stated herein or any other address Londor designates by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower or Londor when given as provided in this paragraph.
 - 15. Governing configuration. This Socurity Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
 - 17. Transfer of the Property of 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 Borrower is sold or transferred and Borrower is not a natural purson) without Lender's prior written consent, Lender may, at its cotion, 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 for over notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or man a within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the or pira ion of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Horrower's Right to Reinstate. If Borrower meets expin conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time pric. to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property program to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Londer all sums which then would be due under this Security Instrument and the Note at if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable atterneys' fees; and (d) takes such action as Londer 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 sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (wgether 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 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 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 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 Londer 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

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if 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 Recessary 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 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 and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Burrower and Londer further covenant and agree as follows:

- 21. Accileration, Demedies. 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 test than 30 units 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 secured by this Security Instrument, for consume by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at he 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 antitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of the evidence.
- 22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Burrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for zervices rendered and the charging of the fee is permitted under applicable law.
 - 23. Waiver of Homestead. Burrower waives all right of humanical exemption in the Property.
- 24. Riders to this Security Instrument. If one or more riders are elected by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a post of this Security Instrument.

Check applicable box(cs)	Condominium Rider Planned Unit Development Rider Rute Improvement Rider Other(s) [specify]	1-4 Funily Rider Siweekly Payment Rider Scond Home Rider

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BY SIONING BELOW, Borrower accepts and agre	LOAN #: 8	
my rider(s) executed by Borrower and recorded with it.	•	•
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	HARVEY ALSON	(Scal)
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STATE OF ILLINOIS, COOK	County na:	
1. the us dousigned	A Notary Public in and for said county and stein d	o hereby certify that
Harvey Descriti	Jary LOUSON	•
subscribed to the foregoing instrument, appeared before	, powerally known to me to be the same persone this day in person, and acknowledged that	on(a) whose name(a) - رسمادیار
subscribed to the foregoing instrument, appeared before signed and delivered the said instrument as a fill the Given under my hand and official seal, this	free and voluntary pat, for the uses and purposes ther () tay of () () ()	characterist.
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