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**000444	31.00
RECODIN N	31.00
POSTAGES N	0.50
96353291	0.50
SURTOTAL	31.50
CHECK	31.50

WHEN RECORDED RETURN TO:
HEMLOCK FEDERAL BANK FOR SAVINGS
5700 WEST 159TH STREET
OAK FOREST, IL 60452

96353291

2 PURC CTR
0011 MCH 14130

Prepared by:
DAWN M. BUDZ
HEMLOCK FEDERAL BANK FOR SAVINGS

WHITE
MARKHAM OFFICE

05/06/96

15-5500711-15

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **APRIL 29, 1996**

The mortgagor is

LOUIS A. VAN HECKE AND PATRICIA A. VAN HECKE, HIS WIFE

("Borrower"). This Security Instrument is given to **HEMLOCK FEDERAL BANK FOR SAVINGS**

which is organized and existing under the laws of **UNITED STATES OF AMERICA**, and whose address is **5700 WEST 159TH STREET OAK FOREST, ILLINOIS, 60452** ("Lender"). Borrower owes Lender the principal sum of

TWENTY-EIGHT THOUSAND DOLLARS AND NO/10⁰ Dollars (U.S. \$28,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **APRIL 29, 2006**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security 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 mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

LOT 58 IN WESTBERRY VILLAGE UNIT II, PHASE II, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.#27-23-110-026

THIS IS A JUNIOR MORTGAGE

which has the address of
Illinois 60477

8543 WEST 162nd. STREET

TINLEY PARK

{Street, City}.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

[Zip Code] ("Property Address");

INSTRUMENT Form 3014 9/90

Amended 6/91

VMP 2006(IL) 9/90

VMP MORTGAGE FORMS 18001821 7291

Printed on Recycled Paper Page 1 of 8 Initials



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Page 2 of 6

Form 3014 9/90

Borrower shall promptly discharge any lien which this Security Instrument unless Borrower (a) agrees to this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach priority over any, or defects against the holder of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the Lender in a manner acceptable to Lender (b) consents in good faith the Lender by, or afforcement of the lien or (c) secures from the holder of the lien an agreement satisfactory to Lender stipulating the payment of the amount of the debt to the Lender prior to the payment of the amount of the debt to the Lender.

If Borrower makes due payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph 2, or if it is not paid in that manner, Borrower shall pay item on time directly these obligations in the manner provided in paragraph 2, unless otherwise provided by law, Borrower shall pay item on time directly which may attain priority over this Security Instrument, and subsequent payments of ground rents, if any, Borrower shall pay third, to interest due fourth, to principal due and last, to any late charges due under the Note.

4. **Chargers' Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property and 2 shall be applied first, to any prepayment charges due under the Note, second, to amounts payable under paragraphs 1 and 2, third, to any applicable law provides, all payments received by Lender under this Security Instrument.

5. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under this Security Instrument shall apply to the Note, under paragraph 2, funds held by Lender shall be applied to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition of sale as a credit against the sums secured by funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any funds held by Lender to the payment of amounts received by Lender under this Security Instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any taxable monthly payments, if Lender's sole discretion.

If the excess funds held by Lender exceed the amounts permitted to be held by law, Lender shall account to Borrower that pay to Lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than that is not sufficient to pay the face value less which the requirements of applicable law, if the amount of the funds held by Lender at any time to pay the excess funds held by Lender may so notify Borrower in writing, and, in such case Borrower for the excess funds in accordance with the requirements of applicable law, if the amount of the funds held by Lender at any time to pay the excess funds held by Lender to the amount needed to be paid to Lender under this Security Instrument.

If the Funds was made, The Funds are pledged as additional security for all sums secured by this Security Instrument, Lender may estimate the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than without charge, an annual accounting of the funds, showing credit, and debits to the funds and the purpose for which each Borrower and Lender may agree in writing, however, this interest shall be paid on the funds, Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay dividends otherwise, unless an agreement is made or used by Lender in connection with this loan, unless applicable law permits Lender to make such service a charge. However, Lender may require Borrower to pay a one-time charge for an independent legal service to make such entrying the Escrow items, unless Lender pays Borrower interest on the funds and applicable law permits Lender to pay the escrow items, Lender may not charge Borrower interest on the funds and applicable law permits Lender to pay the escrow items, or escrow items, Lender is such an institution or in any federal Home Loan Bank, Lender shall apply the funds to pay the escrow account, or including Lender, if Lender is such an institution or in any federal Home Loan Bank, Lender shall apply the funds to pay the funds shall be held in an institution whose deposits are insured by a federal agency, insurmentality, or entity Escrow items or otherwise in accordance with applicable law.

The Funds are estimated the amount of funds due on the basis of current data and reasonable estimates of expenditures of future Lender may estimate the amount of funds in an amount not to exceed the lesser amount, sets a lesser amount, if so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount, (77) as amended from time to time, 12 U.S.C. Section 2601 et seq., "RISPA", unless another law that applies to the funds related mortgage loan may require Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federal the provisions of paragraph A, in lieu of the payment of insurance premiums, These items are called "Escrow Items", the provisions of paragraph B, if any, for coverage insurance premiums, if any; and (3) any sums payable by Borrower to Lender in accordance with any; (c) ready hazard or property insurance premiums; (d) readily flood insurance premiums, or ground rents on the Property, if any; (e) ready hazard or property insurance premiums; (f) readily leasehold payments and assessments which may affect this Security Instrument as a lien on the Property; (g) yearly leasehold payments Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for; (a) yearly taxes 2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Payment of Principal and Interest:** Prepayment and late charges, Borrower shall promptly pay when due the UNIFORM CONTRACTS. Borrower and Lender cover and agree as follows:

THIS SECTION ISNT COMBINED WITHIN SECURITY INSTRUMENT COVERS ALL CLAIMS AND DEMANDS WITH LIMITED Variations by insertion to constitute a uniform security instrument covering real property.

BORROWER GOVERNANTS that Borrower is lawfully seized 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 to the best of his knowledge contained in the "Property".

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".

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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.

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 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 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 notice 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 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 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.

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 1 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 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 Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, 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 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 if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender'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. 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 faith 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 false or inaccurate 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 Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If 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 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 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 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 the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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PAGE A 61 8

Form 3014 9/90

of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or by first class mail unless Borrower provided for in this Security Instrument shall be given by first class mail to

14. Notices. Any notice to Borrower delivered by mail under the Note shall be delivered by delivery in or by mailing

prepayment charge under the Note.

Borrower. If a return receipt is furnished to Lender, the reduction will be treated as a partial prepayment without any payment to Borrower. If a return receipt is furnished by Lender under the Note or by mailing

Borrower, Lender may choose to make this reduction by reducing the principal owed under the Note or by mailing a direct to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be reduced to loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is finally interpreted so that the interest of other loan charges collected or to be collected in connection with the loan is subject to the Note's Security Instrument is subject to a law which sets maximum loan charges,

13. Loan Charges. If the loan secured by this Note without that Borrower's consent, make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's

consent by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, shorten or reduce by this Security Instrument, and (d) agrees that Lender and any other Borrower may agree to extend, modify, shorten or

Borrower's interest in the Property under the terms of this Security Instrument (b) is not personal, obligable to pay the sums instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mitigate, grant and convey this

Instrument but does not execute the Note; (c) is co-signing this Security Instrument only to mitigate, grant and convey this

Instrument but does not execute the Note; (d) is co-signing this Security Instrument only to mitigate, grant and convey this

Instrument but does not execute the Note; (e) is co-signing this Security Instrument only to mitigate, grant and convey this

Instrument but does not execute the Note; (f) is co-signing this Security Instrument only to mitigate, grant and convey this

Instrument but does not execute the Note; (g) is co-signing this Security Instrument only to mitigate, grant and convey this

Instrument but does not execute the Note; (h) is co-signing this Security Instrument only to mitigate, grant and convey this

Instrument but does not execute the Note; (i) is co-signing this Security Instrument only to mitigate, grant and convey this

Instrument but does not execute the Note; (j) is co-signing this Security Instrument only to mitigate, grant and convey this

Instrument but does not execute the Note; (k) is co-signing this Security Instrument only to mitigate, grant and convey this

Instrument but does not execute the Note; (l) is co-signing this Security Instrument only to mitigate, grant and convey this

Instrument but does not execute the Note; (m) is co-signing this Security Instrument only to mitigate, grant and convey this

Instrument but does not execute the Note; (n) is co-signing this Security Instrument only to mitigate, grant and convey this

Instrument but does not execute the Note; (o) is co-signing this Security Instrument only to mitigate, grant and convey this

Instrument but does not execute the Note; (p) is co-signing this Security Instrument only to mitigate, grant and convey this

Instrument but does not execute the Note; (q) is co-signing this Security Instrument only to mitigate, grant and convey this

Instrument but does not execute the Note; (r) is co-signing this Security Instrument only to mitigate, grant and convey this

Instrument but does not execute the Note; (s) is co-signing this Security Instrument only to mitigate, grant and convey this

Instrument but does not execute the Note; (t) is co-signing this Security Instrument only to mitigate, grant and convey this

Instrument but does not execute the Note; (u) is co-signing this Security Instrument only to mitigate, grant and convey this

Instrument but does not execute the Note; (v) is co-signing this Security Instrument only to mitigate, grant and convey this

Instrument but does not execute the Note; (w) is co-signing this Security Instrument only to mitigate, grant and convey this

Instrument but does not execute the Note; (x) is co-signing this Security Instrument only to mitigate, grant and convey this

Instrument but does not execute the Note; (y) is co-signing this Security Instrument only to mitigate, grant and convey this

Instrument but does not execute the Note; (z) is co-signing this Security Instrument only to mitigate, grant and convey this

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be 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 or transferred (or if a beneficial interest in Borrower 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 prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for 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) 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 attorneys' fees; 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 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 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 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 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.

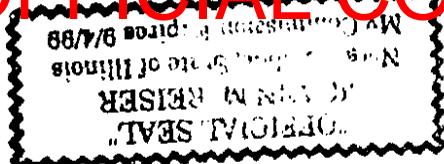
NON-UNIFORM COVENANTS

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

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Form 3014 9/90



Page 8 of 8

My Commission Expires: 9-4-99

Given under my hand and affidavit said, this 29th day of April, 1996
Signed and delivered to the said instrument as that it true and voluntary act, for the uses and purposes herein set forth
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the Y
(personally known to me to be the same persons) whose name

LOUIS A. VAN HECKE AND PATRICIA A. VAN HECKE

doth

Jeanne M. Reiser, County Assessor

STATE OF ILLINOIS,

a Notary Public in and for said county and state do hereby certify

COOK COUNTY, ILLINOIS

Notarized
(Seal)

Notarized
(Seal)

Notarized
(Seal)

Notarized
(Seal)

and agree to the terms and conditions contained in this Security Instrument and
led with a

24. Riders to the
Security Instrument:
 Conditional Rider
 Family Rider
 Second Home Rider
 Biweekly Payment Rider
 Biannual Payment Rider
 Planned Term Devlopment Rider
 Rate Improvement Rider
 Other(s) [Specify]

of one or more riders are exceeded by Borrower and recorded together with this
instrument as if the riders were a part of this Security Instrument.

as all right of homestead exemption in the Property,
any recondition costs,
arred by this Security Instrument, Lender shall release this Security Instrument

25. Including, but not limited to, reasonable attorney's fees and costs of title evidence,
procuring, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judgment
or before the date specified in the notice, Lender, at his option, may require immediate payment in full of all sums
non-existent of a default or any other default of Borrower to assert in the foreclosure proceeding the
inform Borrower of the right to remeinate after acceleration and the right to assert in the foreclosure proceeding the
secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further
(d) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and
(e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;

26. Release, Lien
without charge to Borrower [] \$ [] () ()
27. Waiver of Foreclosure [] \$ [] () ()
the coverings and agree to the following:
Securing Instruments and agree to the following:
Check applicable box
Adjustable Rate []
Traditional Par []
Balloon []
V.A. Rider []
28. Rider(s) execute [] \$ [] () ()
in any rider(s) execute [] \$ [] () ()
Witnesses:

PATRICIA A. VAN HECKE
LOUIS A. VAN HECKE

LOUIS A. VAN HECKE

LOUIS A. VAN HECKE

LOUIS A. VAN HECKE

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