96364708

WHEN RECORDED, RETURN TO: NBD MORTGAGE COMPANY ATTN: LOAN REVIEW, P.O. BOX 7095 TROY, MI 48007-9869

DEPT-01 RECORDING

437.00

\$2681 (EE): *~96~364708

CODE COUNTY RECORDER

PREPARED BY:

RUTH PERKINS CHICAGO, IL 60602

|Space Above This Line For Recording Data)

MORTGAGE

8685745

THIS MORTOAGE ("Security Instrument") is given on APRIL 30, 1998 GRAZYNA KURCZEJKO AN UNMARRIED WOMAN NEVER MARRIED

. The mortgagor is

312mm

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

NIED HORUGAGE COMPANY.

which is organized and existing under the laws of

THE STATE OF DELAWARE

, and whose

address is 900 TOWER DRIVE, TROY, MI 480DB

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

SEVENTY TWO THOUSAND AND GG/100

Dollars (U.S. \$ 72,000.00). 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 . This Security Instrument secures to Lender: (3) 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 pangraph 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, Horrower does hereby mortgage, grant and convey to Lender the following described property located in CITY OF CHICAGO, COOK Omaty, Illinois:

SEE ATTACKED RIDER FOR LEGAL DESCRIPTION

P. Y. NELA - 29 - 421 - 036 - 1012

which has the address on 1106 W. MONTANA AVENUE #1106-3, CHICAGO Illinois

60614

(Zip Code) ("Property Address");

[Street, City],

ICENOIN Single Laimly FNMA/PHEMC UNIFORM INBIHUMENT Form 3014 0/00 Amended 0/00 (ALL DHILL) INTON

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BOX 333-CTI



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 lawfoliy seised of the estate hereby conveyed and has the tight to morigage, 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 covenants for national use and non-uniform covenants with

Emited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIPORM 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 Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (at yearly taxes and assessments which may attain 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; (d) yearly flood insurance promiums, if any; (e) yearly mortgage insurance premiums, it any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lien of the payment of mortgage insurance premiums. These items are called "Berow Items." Lender may, at any time, collect and hold Funds in an amount not to 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. Section 2001 61 sua ("RESPA"), unless another law inst applies to the Funds sets 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 due on the bears 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 tederal agency, instrumentality, or entity (including Lender, it Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge derrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, poless 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 poid, Lender shall not be required to pay Borrower any interest or entnings 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 credits and debits to the Funds and the purpose for which each debit to the Pands 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 Horrower 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 3 horrower shall 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 no emptly tetund to Borrower ans Funds held by Lender. If, under pangraph 21, Lender shall acquire or self the Property, Lender pangraph 21, Lender shall acquire or self the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments recoved by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, a smoonts payable

under paragraph 2; third, to interest due, fourth, to principal due; and last, to any late charges due under he Note

4. Chargest Llans. Borrower shall pay all taxes, assessments, charges, fines and impositious attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground tents, it any Borrower shall pay these obligations in the manner provided in paragraph 2, or it not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Honower shall promptly turnsh to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly turnsh 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 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) secures from the holder of the lien an agreement satisfactory to

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premiums required to obtain 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. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed 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 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. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which, one fair market value of the Property 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 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 to 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 Lender and Borrower otherwise agree in witing, 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 such

payments.

11. Borrower Not Released; Forbearance By Lender 260 a Walver, Extension of the time for payment or modification of amortization of the sums secured by this Security Extrument granted by Lender to any successor in interest of Borrower shall not operate to release 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 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 severa. 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 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 prepayment 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 Lender. Any notice to Lender shall be given by

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tirst 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 Lawy Severability. This Security Instrument shall be governed by federal law and the law of the purisdiction 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 and the 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. Fransfer 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 matural 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 expresses this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 lays from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security In Jament. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke

any remedies permi ter by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Alche 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 ministatement) 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 sams 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 rapice 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, den and, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Eazardous 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 radionetive 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 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

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UNOFFICIAL COPY

specified in the notice may result in acceleration of the sums secuted by this Security Instrument, forcelosure 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 forcelosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and forcelosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorncys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender 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.

this Security Instrume supplement the cover Instrument. [Check up	(i. the covenants and agreements of anticipal agreements of this Securi plicable box(es)]	re riders are executed by Borrower and recorded together with each such rider shall be incorporated into and shall amend and ty Instrument as if the rider(s) were a part of this Security	
Adjustable Ra Graduated Pa Balloon Rider V.A. Rider	te Rider ment Rider Rate Impre Other(s) (s	ium Rider nit Development Rider Second Home Rider pecify]LEGAL DESCRIPTION RIDER	
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	ELOW, Borrower accepts and ogli rider(s) executed by Borrower and re		
		GRAZYNA HURCZEJKO (Scul) Burtower	
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e command diagonals was a second-administration and the specific operation of the	(Scal)	(Scal)	
STATE OF ILLINOI	S, Add	County ss: a Notary Public in and for said county and state do hereby	
l, certify that GRAZYN	MARLINATED WO	a Notary Public in and for said county and state do hereby	
		, personally known to me to be the same person(s) whose	
	he foregoing instrument, appeared be delivered the said instrument as	efore me this day in person, and acknowledged that free and voluntary act, for the uses and purposes	
,	and and official scal, this 30TH	dur of PRIL 1996	٠
My Commission Expir	* "CFPICENT SEAL"	Notary Public	
This Instrument was progenition (8406) 8605745	e mred Partice ! : RUTHERRKING Padlotary Public, State of Illinois My Commission France, Sup. 22, 1998	Form 3014 9/80	

LEGAL DESCRIPTION

UNIT NUMBER 1106-3 IN 1100 MONTANA CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE SOUTH 8 FEET OF LOT 7 AND LOTS 8 THROUGH 10 IN BLOCK 1 IN LINN AND SWAN'S SUBDIVISION OF THE WEST 1/2 OF OUT LOT 18 IN THE CANAL TRUSTEES: SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40. NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ALLINOIS,

HICH SURVE.
ONDOMINUM DES.
JNDIVIDED PERCENTAS.

P.I.N.#14-29-421-036-1012

Property of Coot County Clert's Office

9685745

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 30TH day of APRIL 1996 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Horrower") to secure Borrower's Note to

NBD MORTGAGE COMPANY. A DELAWARE CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 1106 W. MONTANA AVENUE \$1106-3

CHICAGO, ILLINOIS 60614

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium pro ect known us:

1100 MONTANA CONDUMINIUM

[Name of Condominium Project]

(the "Condominium Project 1) If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower singurest,

CONDOMINIUM COVENANTS An addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further co-count and agree as follows:

- A. Condominium Obligations, Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominiora Project; (ii) by laws; (iii) code of regulations; and (iv) other equivalent documents. Horrower shall prompley pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Conforminium Project which is natisfactory to Lender and which provides insurance coverage in the amounts for the periods, and against the hazards Lender requires, including fire and hazards included within the teleprofestended coverage," then:

(i) Lender waives the provision in Uniform Coverant 2 for the monthly payment to Lender of

the yearly premium installments for hazard insurance on the Property; and

(ii) Horrower's obligation under Uniform Covenant 5 to main ain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy

Borrosver shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of bazard insurance proceeds in fieu of restoration of repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Horrower are hereby assigned and shall be paid to Lender for application to the soms secured by the Secarity Instrument, with any exects paid to Horrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent

of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Horrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in ficu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

MULTIBITATE CONDOMINIUM INDER Single Family Famile Mae/Fredille Mas UNITORM INSTRUMENT

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E. Lender's Prior Consent, Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condomnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies, if Borrower does not pay condominium dues and assessments when due, then Lender may pay do in Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower second by the 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.

BY SIGNING BELOV. Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

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