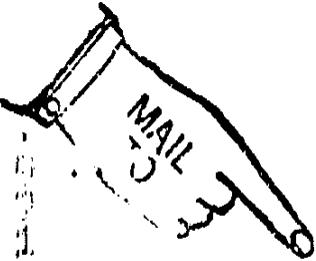


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COOK COUNTY
RECORDER
JESSE WHITE
MARKHAM OFFICE



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

RECORDED
POSTAGE
97140420 \$
SUBTOTAL
CHECK
31.50

2 PAGE CTR
0043 NC# 9:53
03/04/97

Prepared by:

DAWN M. BUDZ
HEMLOCK FEDERAL BANK FOR SAVINGS

15-5500752-15

MORTGAGE
97140420

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 20, 1997**. The mortgagor is
FREDRICK R. KAUFFMAN AND MARYANN F. KAUFFMAN, HIS WIFE, AS JOINT TENANTS
("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 THOUSAND DOLLARS AND NO/100 Dollars (U.S. \$ 20,000.00).
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 **FEBRUARY 20, 2007**.
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 17 IN BLOCK 6 IN WARREN J. PETERS' CASTLETOWNE SUBDIVISION UNIT NUMBER 1, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JANUARY 21, 1960 AS DOCUMENT 1,905,259.

P. L. N. #28-17-210-017

THIS IS A JUNIOR MORTGAGE

which has the address of **15209 ROB ROY DRIVE OAK FOREST** [Street, City],
Illinois **60452** [Zip Code] ("Property Address");

**ILLINOIS Single Family FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90**
Amended 6/91
1000(IL) 09502

Printed on Recycled Paper
VMP MORTGAGE FORMS 09901671 7/91

Page 1 of 0

97140420



51.50
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this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach priority over encroachment of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to by, or defends against encroachment of the Property in, legal proceedings whereby in the Lender's opinion adequate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contains in good faith the lien writing to the payment of the obligation secured by the "Property"; (a) agrees in

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

(b) Borrower makes these 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, these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and less than payments of ground rents, if any, Borrower shall pay

4. **Charges:** Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

third, to interests due; fourth, to principal due; and last, to any late charges due under the Note.

5. **Applicability 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 amounts payable under paragraph 2;

this Security Instrument.

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the amount received by Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

welfare money paid by Lender's sole discretion.

If the Funds held by Lender exceed the amount necessary to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower

shall pay to Lender the additional sums necessary for all sums secured by this Security Instrument.

debt to the Funds was made. The Funds are pledged as security for all sums secured by this Security Instrument.

without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower,

applicable law requires interest to be paid, Lender shall so be required to pay Borrower any interest or earnings on the Funds

used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or

charge, however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

entitling the Escrow items, Lender may not charge Borrower for holding and applying the Funds, annually summarizing the escrow account, or

Escrow items, unless Lender pays to Lender interest on the Funds and applicable law permits Lender to make such

(including Lender, if Lender is such in fact) or to pay the Funds to Lender, Lender shall apply the Funds to pay the

Funds shall be held in an account otherwise held by a federal agency, instrumentality, or entity

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

sets a lesser amount, if so, later in any time, collects and holds Funds in an amount not to exceed the lesser amount,

1974 as amended from time to time, 12 U.S.C., Section 2601 et seq. ("RSPAs"), unless another law limits applies to the Funds

related mortgage loan, may acquire for Borrower's 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 Federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items."

if any: (e) yearly mortgage insurance premiums, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,

or ground rents on the Property, if any; (b) yearly lessorhold payment premiums; (a) yearly taxes

and assessments which may attach to the Property until the Note is paid in full, a sum ("Funds"); for: (a) yearly taxes

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 Premiums and Interest:** Prepayment and late Charges, Borrower shall promptly pay when due the

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. Borrower waives

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower waives

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

TOGETHER WITH all the improvements now or hereafter erected on the property, and all encroachments, appurtelements, and

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or my 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 otherwise provided law permits use of another method. The notice shall be delivered to the property Address if by first class mail unless insurance coverage is not available, from alternate insurer approved by Lender each month a sum equal to cost to Borrower of the insurance coverage previously in effect, at a cost subsisting equally equivalent to the

original coverage and under the Note, prepares to Borrower, if a refund reduces premium, the reduction will be treated as a partial prepayment without any payment to Borrower, Lender may choose to make this refund by reducing the premium owed under the Note or by marking a direct to the permitted limits; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Lender if law is finally interpreted so that the interest or other loan charge shall be reduced by the amount necessary to reduce the charge loan exceeded the permitted limits, then: (a) any such loan charge shall be collected or to be collected in connection with the and that law is finally interpreted by this security instrument is subject to a law which sets maximum loan charges,

make any accommodations with regard to the terms of this security instrument or the Note without that borrower's consent, secured by this Security instrument; and (c) agrees that Lender and my 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 personally obligated to pay the sums instrument but does not exceed the Note: (a) is co-signing this Security instrument only to the extent, again and convey that purgingumpf 17, Borrower's covenants shall be joint and several. Any Borrower who co-signs this Security instrument shall be liable for all expenses and assessments of Lender and Borrower, subject to the provisions of Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, except to the extent of

12. Successors and Assesments Bound and Severability: Co-signers, the covenants and agreements of this exercise of any right or remedy.

11. Borrower Not Released: Forfeiture By Lender Not a Waiver: Extension of time for payment of such payments, postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or secured by this Security instrument, whether or not due.

If the Property is undamaged by Borrower or if, after notice to Borrower in the condominium offers to make an award of 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, either to restoration or repair of the Property or to the sums awarded or settled a claim for damages, unless Lender to any successor by Lender to any other person to whom the sums are then due, be applied to the sums secured by this Security instrument whether or not the sums are then due.

This Security instrument is undamaged before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise, less than the amount of the sums secured immediately before the fair market value of the Property instrument before the taking, divided by (b) the fair market value of the sums secured immediately before the taking, (a) the total market value of the Property instrument before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise, less than the amount of the proceeds unpaid by the following fraction: (a) the sums secured by Security instrument before the taking, unless Borrower and Lender otherwise agree in writing, unless Lender takes the taking is equal to or greater than the amount of the sums secured by this market value of the Property instrument before the taking, before the taking is equal to the amount of a partial taking of the Property in which the fair whether or not due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, shall be paid to Lender.

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

Borrower notice in the time of or prior to inspection specifically reasonable cause for the inspection.

9. Inspection: Lender or his agent may make reasonable entries upon and inspectins of the Property, Lender shall give insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

The premiums required to maintain mortgage instrument in effect, or to provide a loss reserve, until the redemption for mortgagelender received by an insurer approved by Lender, if insurance becomes available and is obtained, Borrower shall pay that Lender may be longer be required, in the option of Lender, if insurance becomes available and for the period premiums until a sum equal to the amount and for the period in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance coverage, loss reserve be in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance coverage based on one-twelfth of the yearly insurance coverage premium being paid by Borrower when the insurance coverage based on a sum equal to subsistantially equivalent insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to cost to Borrower of the insurance coverage previously in effect, from alternate insurer approved by Lender, if

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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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JL Mee
Initials

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Form 3074-8/90

Form 3074-8/90

Form 3074-8/90

of my execution of agreement to this Security instrument that prior to acceleration under paragraph 17 unless
21. Acceleration clauses. Lender shall have power to accelerate payment of Note upon following Borrower's breach
NON-UNIFORM COVENANTS. Lender and Lender further covenant and agree as follows:

relative to health, safety or environmental protection.
this paragraph 20, "Environmental Law", means federal laws and laws of the jurisdiction where the Property is located that
pertinences and hereditaries, volatile solvents, materials containing asbestos or formaldehyde, and hazardous materials. As used in
environmental law and the following subsections, "solvent" means, after dilution to toxic substances by any person
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by
any necessary remedial actions in accordance with Environmental Law.

any removal or other remediation of any Hazardous Substances necessary to the protection of the Property is necessary, Borrower will promptly take
of which Borrower has used knowledge, [] Borrower knows, or is notified by any government of hazardous substances, that
Government of regularly agency of private party involving the Property and any Hazardous Substances or Environmental Law
Borrower shall promptly file a notice of any investigation, claim, demand, lawsuit or other action by any
residential uses and to maintenance of the Property.

showage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal
Property that is in violation of any Environmental Law. The proceeding may commence before or after suit to the Person, as
Hazardous Substances on or in the Property, Borrower shall not do, nor allow anyone else to do, anything affecting the
20. Hazardous Substances. Borrower shall not cause to permit the Person, use, disposal, storage or release of any
information required by applicable law.

address of the new Lessor and the address of each beneficiary should be made. The notice will also contain any other
given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and
any changes of the Lessor Seller intended to be made to the Note or a change of the Lessor Seller, Borrower will be
as the "Lessor Seller", that sellers monthly payments due under the Note and this Security Instrument. There also may be one
Instrument may be sold out of the Lessor without prior notice to Borrower. A sale may result in the entry down
19. Sale of Note. Change of Lessor Seller, the date of a partial interest in the Note together with this Security
not apply in the case of acceleration under paragraph 17.

obligations secured hereby shall remain fully enforceable as if no acceleration had occurred. However, this Security instrument shall
this Security instrument shall continue notwithstanding a loan extension by Borrower, this Security instrument and the
date the loan of this Security instrument, and its rights in the Property and Borrower's obligation to pay the sum secured by
including, but not limited to, reasonable attorney fees and expenses such action as a sole remedy regarding this Security instrument
enters any default of any other covenants or agreements (or pays all expenses incurred in enforcing this Security instrument
Lender all sums whether then owing or due under this Security instrument and the Note as if no acceleration had occurred; the
Security instrument or by reason of a transfer of this Security instrument, those conditions are still enforced in this
applicable law may specify to satisfy to the holder of any note prior to the earlier of (a) 5 days after period as
enforcement of this Security instrument discontinued at any time prior to the earlier of (a) 5 days after period as
18. Borrower's Right to Remit. If Borrower meets certain conditions, Borrower shall have the right to have
permitted by this Security instrument without further notice or demand of Borrower.

Security instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies
less than 30 days from the date the note is delivered or mailed within which Borrower must pay all sums secured by this
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The note shall provide a period of not
of this Security instrument.

Security instrument, however, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date
Lender's power written consent, Lender may, at his option, require immediate payment in full of all sums secured by this
is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person without
17. Transfer of the Property or a Beneficial Interest in Borrower, it off or any part of the Property or any interest in it
16. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and of this Security instrument
to be severable.

giving effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are detailed
conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be
justification in which the Property is located. In the event that any provision of this Security instrument or the Note is
15. Governing Law. Separability. This Security instrument shall be governed by federal law and the law of the state
Security instrument shall be deemed to have been given to Borrower of Lender within seven days as provided in this paragraph.

Lender's address stated hereon, unless Lender designates by notice to Borrower, any notice provided for in this
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applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums 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 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 its 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 entitled 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 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.

24. Riders to this Security Instrument. If one or more riders are executed 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 part of this Security Instrument.
[Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- VA Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Others(s) [specify]

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Fredrick R. Kauffmann

FREDRICK R. KAUFFMANN

(Seal)

Borrower

Mary Ann F. Kauffmann

MARY ANN F. KAUFFMANN

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

STATE OF ILLINOIS,

I, Joann M. Reiser

that

County ss: Cook

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

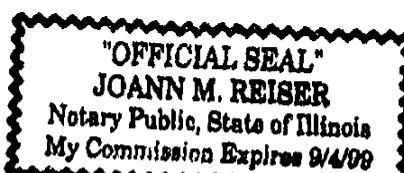
FREDRICK R. AND MARY ANN F. KAUFFMANN

, personally known to me to be the same person(s) whose names(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of February, 1997.

My Commission Expires: 9-4-99

J. M. Reiser
Notary Public



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