MEN RECORDED, RETURN TO: FIRST CHICAGO MED MORTGAGE COMPANY ATTE: LOAN REVIEW, P.O. BOX 7025 TROY, MI **/48007-9869**

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ENVILLE NO. WHEATON, IL 60167

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THE COMMENT OF THE MORTGAGE

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The first Milenest, P. C.S.L

William C. All

THIS MORTGAGE ("Security Instrument") is given on movement 22, 1996 EDGAR RAPATA A SINGLE MAN PAUL P DETJEM MARRIED TO COLLEGE DETJEMS

. The mortgager is

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

FIRST WICHOU HED MORTGAGE COMPANY,

which is organized and existing under the laws of THE STATE OF DELAMAKE address is 900 tower drive, they, all 40090

, and whose

("Lender") Borrower owes Lender the principal sum of ONE MUNICIPAL THRUTT ELGET THOUSAND AND 09/100

128, 800.00). This debt is evidenced by Borrower's note deted the same date as this Security instrument ("Note"), which provides for mouthly payments, with the full debt, if not made earlier, due and payable on DECEMBER 01, 2026 . 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 Lastrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and one Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CITY OF CHICAGO, COOK (annty, Illinois:

LOT 93 AND THE WEST 1/2 OF LOT 92 IN MINORE'S FOREST GARDENS, BRING A SUPPLYZATOR OF LOTS 1, 2 AND 3 OF THE SUPPLYZATOR OF THE MAST 35.63 ACRES OF THE HORTERAST PRACTICALL 1/4 OF PRACTICAL SECTION 9, TORREST 40 HORTE, RANGE 13, EAST OF THE TRIBO PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.H. 13-09-226-063

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* TRIS PROPERTY BOES NOT CONSTITUTE HERESTRAD PROPERTY FOR COLLEGE BETJEN

which has the address of 4056 MEST POSTER AVENUE, CHICAGO

Illinois

[Zip Code] ("Property Address");

[Street, City],

ELIMOIS-Single Family-PMAA/FFESAC UNIPOR



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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 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

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

UNIFORM 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: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasthold payment, or ground rents on the Property, if any; (c) yearly lazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph \$, in lieu of the payment of mortgage insurance premiums. These items are called "Exactal 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 Frozedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 of seq. ("RESPA"), unless another law that explicate to the Funds sets a leaser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the leaser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Herns or otherwise in accordance with applicable law.

The Funds shall be held in an institution where deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Bowwer 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 is connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law require 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. Lender shall give to Borrower, without charge, we around 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 accured 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 Lender at any time is not sufficient to pay the Escrow Items when due, Lender may constitly Borrower in writing, and, its 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 Lender's sole discretion.

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions 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 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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Lender subordinating the lien to this Security instrument. It Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. 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 date; [76], if the restoration or repair is economically feasible and Lender's accurity is not leavened. If the restoration or repair is received economically feasible or Lender's accurity would be leavened, the insurance proceeds shall be applied to the sums accuracy 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, ther Cander may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay suras accured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lander, Borrower's right to any insurance policies and proceeds remitting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the same accused by this

Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance (a) Protection of the Property; Borrower's Laun 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 princi residence for at least one year after the date of occupancy, where tender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating ciscumstales exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit wante 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 of other free materially impair the lien created by this Security Instrument or Lender's security interest. Bottower may care sur's a default and seinstate, 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 of 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 loss application process, gave materially false or inaccurate information or statemed a to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, tacketing, but not limit representations concerning Borrower's occupancy of the Property as a principal residence. If A Security Instrument is on a lesschold, Borrower shall comply with all the provisions of the lesse. If Borrower acquires for title to the Property, the leasthold 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 covers as 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 lies 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 disbutsed 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 payments.

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

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ens required to obtain coverage substantially exprivalent to the mortgage increases proviously in effect, at a cor utally equivalent to the cost to Bossower of the mortgage increases proviously in effect, from an abstant ago insurer approved by Lander. If substantially equivalent mortgage insures coverage is not evaluable Boneway shall pay to Lander each month a sum equal to one-twelfth of the yearly mortgage incurance premium by paid by Boneway when the incurance coverage lapsed or consed to be in effect. Lander will accept, use and rathin 6 payments as a less reserve in Hen of mortgage incurance. Loss reserve payments may no longer be required, at the of all Lander, if mortgage incurance coverage for the amount and for the period that Lander requires) provided by an inapproved by Lander again becomes available and is obtained. Borrower shall pay the premiums required to main ps importance in effect, or to provide a loss reserve, until the requirement for mortgage imparance ends in nee with any written agreement between Borrower and Lender or applicable law.

9. Impocition. Lander or its agent may make reasonable entries upon and impocincus of the Property. Lander shall

give Bestower notice at the time of or prior to an impection specifying reasonable cause for the impection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with my condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby resigned and shall be paid to Lender.

In the event to total taking of the Property, the proceeds shall be applied to the sums secured by this Security trument, whether of not then dee, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market (a) :: of the Property immediately before the taking is equal to or greater than the amount of the some secured by this Society instrument immediately before the taking, unless Borrower and Lander otherwise agree in writing, the same secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following function: (a) the total as tout of the same secured immediately before the taking, divided by (b) the fair market value of the Property immediately soften the taking. Any belance shall be 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 less than the mount of the sums accused intendictally outcee the taking, unless Borrower and Lander otherwise agree in writin Bloss applicable law otherwise provides, the parceeds shall be applied to the sums secured by this Security Instrum er or not the sums are that das.

If the Property is abundance by Borrower, e. if, after notice by Lander to Borrower that the condemnor office to smalls an award or settle a claim for damages, Born et fails to respond to Lender within 30 days after the date the notice is given, Lander is authorized to collect and apply the proceeds, at its option, either to sustoration or requir of the Property

or to the sums secured by this Security Instrument, whether or not then due.

ess Lander and Borrower otherwise agree in writing as y application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to a paragraphs 1 and 2 or change the amount of such

11. Berrower Not Released; Forbearance By Londer No. / Walver. Extension of the time for payment or modification of amostization of the sums secured by this Security Extension greated by Londer to any second in detect of Betrower shall not operate to release the liability of the original Lorsower or Borrower's successors in interest. refer shall not be sequired to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the seem secured by this Security Entranced by season of any demand ade by the original Bostower or Bostower's successors in interest. Any forbeauty, by Lander in exercising any right

or remedy shall not be a waiver of or prochade the exercise of any right or remedy.

12. Successors and Assigns Bound; Johnt and Several Liability; Co-signers. The overants and agreement this Security Instrument shall bind and benefit the successors and assigns of Lender and Joycower, subject to tovinious of panguagh 17. Bottower's covenants and agreements shall be joint and several. As / Forsower who co-signs is Security instrument but does not execute the Note: (a) is co-signing this Security instrument cates to mostgage, great and convey that Borrower's interest in the Property under the terms of this Security Instrument, (2) is not personally pated to pay the same secured by this Security Instrument; and (c) agrees that Lander and any other Borrower may pres to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the tote without that Bossower's comment.

13. Loan Charges. If the loan secured by this Socurity Instrument is subject to a lew 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 loss exceed the permitted limits, then: (a) any such loss charge shall be reduced by the amount accuracy to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which enceeded permitted limits will be refunded to Borrower. Leader may choose to make this refund by reducing the principal owed her the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a repayment without any prepayment charge under the Note. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by

ing 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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first 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 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 drys from the date the notice is delivered or smalled within which Borrower saunt pay all same secured by this Security Instrument. If Borrower fails to pay these sams 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 of numeral discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for magnetatement) 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 the 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 obligation secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not up ply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note of a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior nation to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payment the 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 account of 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

29. 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 a given clee to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences field 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, deman i, la vauit or other action by any governmental or regulatory agency or private party involving the Property and any lawedous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or aegulatory 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 Environment Law.

As used in this puragraph 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 puragraph 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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specified in the notice may result in acceleration of the sums accured 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 foreelessure 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 remodics 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.

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24. Riders to this Secretty Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, to comments and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and programments of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(er)]	
Adjustable Rate Rider Condominis Graduated Payment Rider Planned Un	it Development Rider Biweekly Payment Rider wement Rider Second Home Rider
BY SIGNING BELOW, Borrower accepts and agree Instrument and in any rider(s) executed by Borrower and rec Witnesses:	conto the terms and covenants contained in this Security conton with it. Color Color (Scal) EDGAR ZAPACA -Reserves
"OFFICIAL SEAL" DIANA T. NICOLETTI Notary Public, State of Illinois My Commission Expires 11/30/97 (Seal)	POUL P DOTTON (Scal) PAUL P DETURN BY EDGAR ZAPATA HIS NITORSET-IN-FACT (Scal) -Bossesse
** *	Cook County so: a Notary Public in and for said county and state do beneby EDGAR ZAPATA his afficiency in fact
name(s) subscribed to the foregoing instrument, appeared be he signed and delivered the said instrument as therein set forth. Given under my hand and official seal, this 2200	, personally known to me to be the same person(s) whose efore me this day in person, and acknowledged that free and voluntary act, for the uses and purposes day of MOVEMBER , 1996
My Commission Expires:	Comment Minett.
This instrument was prepared by: LORING A WARZ	Noticy Public XIA Form 3014 9/98

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