AFTER RECORDING MAIL TO:

WESTAMERICA MORTGAGE

COMPANY

1 S 660 MIDWEST ROAD

DAKBROOK TERRACE. IL

60181

AP# 00109557-50

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 28. 1997. The mortgagor is DENISE A THUIS, DITURCED AND NEVER SINCE REMARRIED and WILLIAM J THUIS, A SINGLE MAN

("Borrower"). This Security instruction is given to AMERICAN NATIONAL MORTGAGE GROUP. INC. , which is organized and , and whose address is

THE STATE OF ILLINOIS existing under the laws of 240 EAST LAKE STREET, ADDISON, IL 60101

("Lender"). Borrower owes Lender the principal strut of One Hundred Fifty Three Thousand Three Hundred Dollars

Dollars and no/100

). This debt is evidenced by Borrower's note dated the same date as this (U.S. \$153,300.00 Security Instrument ("Note"), which provides for monthly provents, with the full debt, if not paid earlier, due . This Scene in Instrument secures to Lender: (a) the and payable on June 1 2012. This Security Instrument secures to Lender: (a) if repayment of the debt evidenced by the Note, with interest, and (4) enewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, ach acced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Born sweet'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 C00* County, Illinois.

LOT 79 AND THE WEST 3 FEET OF LOT 80 IN GARDNER'S PORTAGE PARK ADDITION TO CHICAGO. IN LOTS 7 AND B IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16. TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN COOK COUNTY, TELLINOIS P.I N #13-16-300-035

which has the address of

5504 WEST PENSACOLA STREET

CHICAGO KITY]

Minois 60641

IZIP CODER

("Property Address");

FORM 3014 9/98

MAINORS-SINGLE FAMILY-PRIMA/FELMC UNIFORM INSTRUMENT ISCACMENTEL//0894/3014(0990)-T. PAGE LOF 8

The Late Constitution

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurenances, 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 seised 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 coverants for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIF JAM COVENANTS. Borrower and Londer covenant and agree as follows:

- Pay and of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly
 pay when due (be principal of and interest on the debt evidenced by the Note and any prepayment and late
 charges due under the Note.
- 2. Funds for \$\text{\text{cond}} 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 ("Punds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property, (b) yearly leasehold payments or ground rems on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly montgage insurance premiums, if any; and (i) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in liet of the payment of montgage insurance premiums. These items are called "Excrow hems." Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally teland montgage loan may require for Borrower's excrow account under the federal Real Extate Settlement repulsations Act of 1974 as amended from time to time, 12 U.S.C. I 2601 et seq. ("RESPA"), unless another law list applies 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 fiscrow hems or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposity are insured by a federal agency, instrumentality, or entity (including Leader, if Leader is such an artificial) or in any Federal Home Loan Bank. Leader shall apply the Funds to pay the Escrow items. Leader may not charge Borrower for holding and applying the Pends, annually analyzing the escrow account, or verifying the Escrow ficus, unless Leader pays Borrower interest on the Funds and applicable law permits Leader to make such a charge. However, Leader may require Borrower to pay a one-time charge for an inflat andem real estate tax reporting service used by Leader in connection with this loan, unless applicable by provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Leader shall not be required to pay Borrower any interest or examings on the Funds. Borrower and Leader may agree in whing, however, that interest shall be paid on the Funds. Leader shall give to Borrower, without charge, — annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which ear a debit to the Funds was made. The Funds are pletted as additional security for all sums secured by this Loanety Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender stuff 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 so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of 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 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; Lieus. Borrower shall pay all taxes, assessments, charges, fines and impositions attributed: to the Property which may amain priority over this Security Instrument, and leasehold payments or ground cents, 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 maish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments are only, Borrower shall promptly famish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in witting to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contents in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender, opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender 10/1/10 plays of the giving the lien. Borrower shall satisfy the lien or take one or more of the actions of first above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Ben over shall keep the improvements now existing or hereafter erected on the Property insured against loss by tire. Also not 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 period, 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 La 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 ren wals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal revices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender way make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds will 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 a Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this fee aity 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 satile 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.

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- 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 commue 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 extenuaring 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. Horrower 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 cute such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Let (a.'s good faith determination, precludes forfeignre of the Borrower's interest in the Property or other material impairment of the lieu created by this Security Instrument or Londer's security interest. Bostower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate suformation of patternents to Lender (or failed to provide Lender with any material information) in connection was 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 compr. v int all the provisions of the lease. If Borrower acquires fee title to the Property, the leasthold and the fee the stoll not merge unless Leader agrees to the merger in writing.
- 7. Protection of Leman's slights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security intrument, 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 proof 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 palagraph 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 he Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting paymers.

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the lean accured 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 optical by Lender lapses of ceases to be in effect. Borrower shall pay the premiums required to the 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 insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Perrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance will accept, the animal these payments as a loss reserve in their of mortgage insurance. Loss reserve payments may no born be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods 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.

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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 so 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 the 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 age in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured in the sums secured and Lender otherwise age.

If the Property is standard by Borrower, or if, after notice by Lender to Borrower that the condemnor 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, 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 of arraise 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 such payments.

- 11. Borrower Not Released; Porbect & By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the rates secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not a service to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be exquired 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 once by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising may 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 successory and assigns of Lender and Bottower, subject to the provisions of paragraph 17. Bottower's covenants and agreements shall be joint and several. Any Bottower who co-signs this Security Instrument but does not encount the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Eo rower'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 Bottower [168] agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Bottower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which tets 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.

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- 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 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. Becrower'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 wild or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a narral jerson) without Lender's prior written consent. Lender may, at its option, require immediate payment in (all 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 exercise, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 ones 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 my invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Relastate. If A mover meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrumer, discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before take 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: (c) pays Lender all sums which then would be due under this Security Instrument and the Note as if no accelerated had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred; in enforcing this Security Instrument, including, but not limited to, reasonable atterneys' fees; and (c) takes such action as Lander may reasonably require to assure that the lien of this Security Instrument, Lander's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument thall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations seemed hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate small 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 Borrowr. 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 Sarvicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given in the 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

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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 Submance 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 Submance 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 flamms of toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing thestos or formaldeflyde, 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, racy or environmental protection.

NON-UNIFOR & COVENANTS. Bottower and Lender further covenant and agree as follows:

- 21. Acceleration: Paradies, Lender shall give notice to Borrower prior to acceleration following liberower's breach of east covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph)? suites applicable law provides otherwise). The notice shall specify: (a) the default; (b) the easter required to care the default; (c) a date, not less than 30 days from the date the notice is given to Barrower, by which the default must be cared; and (d) that failure to care the default on or before the date specified in the notice may result in acceleration of the sames secured by this Security Instrument, for the arre by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to relatite 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 create an 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 express incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to a committee afterneys' fees and costs of title evidence.
- 22. Release. Upon paymens of all sums secured by this Security Iran ment, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestend. Borrower waives all right of homestead exemple in the Property.
- 24. Riders to this Security Instrument. If one or more riders are executed by Pornover and recorded together with this Security Instrument, the covenants and agreements of each such sider 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	Condominium Rider	14 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
	Rate Improvement Rider	Second Home Rider
Other(s) [specify]		

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Witnesses: (SEAL) BORROWER (SEAL) BORROWER (SEAL) BORROWER (SEAL) -BORROWER [Space Bylow This Line For Acknowledgment] illingis STATE OF County ss: THE UNDERSIGNED Public in and for said county and state do hereby certify that DENISE A. THUIS. DIVORCED AND MEVER SINCE REMARRIED and WILLIAM J. THUIS. A SINGLE MAN personally known to me to be the same person(s) vino e name(s) as established to the foregoing instrument, appeared before me this day in person, aper zimowiedged that they signed and their free and volumery act, for the uses and purposes therein delivered the said instrument as act forth. Given under my hand and official seal, this 28 f nday cf My commission sarded D'EDRE MATHEWS This instrument was prepared by: WESTAMERICA MORTGAGE COMPANY

Address: 1 5 660 MIDWEST ROAC DAKBROOK TERRACE

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