1998-08-05 10:16:28

Cook County Records-

33,50

WHEN RECO.

WHEN RECOMDED MAIL TO:
CHUNTRY ME HORE LOAMS, INC.
MSN 5V-79: DOCUMENT CONTROL DEPT
PO BOX 10266
VAN NUYS, CALIFORNIA 21/210-0266

LOAN# 6113394

ESCROWICLOSING 18-58478

SPACE ABOVE FOR RECORDERS USE

Prepared by: K. SLOMKA COUNTRYWIDE HOME LOANS, INC. 738 EAST RAND ROAD ARLINGTON HEIGHTS, IL 60004-

1

MORTGAGE

THIS MORTGAGE ("Security Instrument") is give 101 July 27, 1998 JOHN HOLHES SCHENCK JR. AN UNMARRIED MAR.

The montgagon is

("Borrower"). This Security Instrument is given to COUNTRYMIDE HOME LOAMS, INC.

which is organized and existing under the laws of NEW YORK 4500 PARK GRANADA, CALABASAS, CA 91302-1613

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

NINETY SIX THOUSAND ONE HUNDRED SIXTY EIGHT and 00/100

Dollars (U.S. \$ 96,168.00 ). 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, it mut pust earlier, due and payable on August 1, 2023 . 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 offer same, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Porrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does beauty mortgage, grant and convey to Lender the following described property located in COOK.

ILLINOIS - Single Family - Fennie MassFreddie Mac UNIFORM INSTRUMENT

10 (SOSE: [JI]HB- 100

CHL (10/96)

VMP MORTGAGE FORMS (#C0)521 7281

Page 1 of 7

Form \$74 9/40



Lawyers Title Insurance Corporation



LOAN #: 6113394

LOT 4 IN BLOCK 61 IN HOFFMAN ESTATES NO. 4 BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 15. TOWNSHIP 41 MORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1957 AS DOCUMENT NO. 16870207 IN THE OFFICE OF THE RECORDED OF DEEDS OF COOK COUNTY. ILLINOIS.

P.I.N.:07-15-321-012

Parcel ID#: 07 15 371 012

which has the address of 440 ILLINOIS BOULEVARD . HOFFMAN ESTATES

Street, Cuy!

Illinois 60194-

( Property Address\*);

[/ip Code]

TOGETHER WITH all the unprovements now or hereafter erocted 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 Society Instrument as the "Property."

BORROWER COVENANTS that Borrowe, is ) swittly sessed 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 etums and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniforth covenants for national use and non-uniform covenants with himned variations by purisdiction to constitute a uniform security the miment covering real property. UNIFORM COVENANTS. Borrower and Lender covenary and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late | harges. Borrower shall promptly pay when due the

principal of and interest on the debt evidenced by the Note and any programma and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law of to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the New is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument at a ben on the Property; (b) yearly leavehold payments or ground rents on the Property, if any; (c) yearly bazard or property insurence premiums, (d) yearly floud insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Lionower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiurs. These items are called "Escrive frems.". Lender may, at any time, collect and hold Funds in an amount not to exceed the maxiculo amount a lender for a federally related. mortgage from may require for Borrower's escruw account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another hav that 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 tesser amount. Lender may estimate the amount of Funds due on the basis 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 federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the right to pay the Escrib flems. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the excruse account or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to took esuch 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 paid, Lender shall not be required to pay Borrower any interest or earnings 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 debus to the Funds and the purpose for which each debu to the Funds 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 Borrower for the excess Funds in accordance with the requirements of applicable law. It 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.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly retund to Burrower any Funds held by Lender. It, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the

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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: tust, 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 necespts evidencing the payments.

Burnower shall promptly discharge any hen which has priority over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the hen in a manner acceptable to Lender. (b) contests in good faith the hen by, or defends against inforcement of the hen in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the hen; or (c) secures from the holder of the hen an agreement satisfactory to Lender subordinating the hen to this Security Instrument. It bender determines that any part of the Property is subject to a hen which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the hen. Borrower shall satisfy the hen or take one or more of the actions set forth above within 40 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter created on the Property insured against loss by fire, hazards archided within the term "extended coverage" and any other bazards, including thous or flooding, for which Lender requires insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the maintaine 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 = accordance with paragraph 7.

All insurance policies and renewals shall be accepted to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender raquires, Borrower shall promptly give to Lender at recepts 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 bessened. If the restoration or repair is not economically feasible or Lender's security would be besened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any inverse paid to Borrower. If Borrower abandous the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to sattle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to 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 wrung, 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 account of the payments. It under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and you code 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 Loar. Application: Leastholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within six y do s after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for 12 has one year after the case of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extending circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or unreas the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any furfature action of proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture at 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 remaite, 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 arquinment of the len 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 tailed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited in, 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. It 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:

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paying any sums secured by a hen which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fors 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. It Lender required mortgage insurance as a condition of making the han secured by this Security Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the increase insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insuran approved by Lender. If substantially equivalent mortgage insurance previously in effect, from an alternate mortgage insuran 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 lapsard or ceased to be in effect. Lender with except, use and retain these payments as a loss reserve in bett of mortgage insurance. Loss reserve payments may no longer by equired, 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. Burrower 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 provide a greenest 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 her 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 marker value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument shall be reduced by the amount of the process tail-uplied by the following traction: (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 is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking, imless Borrower and Lender otherwise agree in writing or toless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Socurity Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower, ©2 the condemnor others to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days acres the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of (a) Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal closs content 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 Not a Walser. Extension of the time for parameter or modification of amortization of the sums secured by this Security Instrument 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 several. 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 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, forbeat or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's agreement.

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13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum han 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. It 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 Socienty 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 null to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Society Instrument shall be deeped 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 tederal 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 serve each conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflict growision. 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 of a Bereficial 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 \$\varphi\$, 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 probabiled by federal law as of the date of this Security Instrument.

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

18. Burrower's Right to Reinstate. If Borrower meets certary conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time price to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstanement) before sale of the Property pure and to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Tionse 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 reasonable negative to assure that the hen of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall communic 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. Sule of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change to the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There was 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, dispusal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental haw

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or which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum, products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the purisdiction 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 Barrower prior to acceleration following Borrower's breach of any covenant or apprehent in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable tow provides otherwise). The notice shall specify: (a) the default; (b) the action required to core the default; (c) a date, not less than 30 the from the date the notice is given to Borrower, by which the default must be cored; and (d) that failure to core the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, towarder by judicial proceeding and sale of the Property. The notice shall further influtus Borrower of the right to reinstate of a acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense or Borrower to acceleration and foreclosure. If the default is not cored 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 locurred in questing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of the evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may clarge Borrower a tee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the thoughn; of the fee is permitted under applicable law.
  - 23. Waiver of Homestead. Borrower waives all right of homestrad exemption in the Property.
- 24. Riders to this Security Instrument. It one or more riders are elegated by Borrower and recorded algebra with this Security Instrument, the covenants and agreements of each such rider shall by incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a process this Security Instrument.

[Check applicable box(es)]	Condominum Rider Z 1-4 Family Rider	
Graduated Payment Rider Balloun Rider VA Rider	Planned Unit Development Ricker Rate Improvement Ricker Other(s) [specify]	Hawethly Payment Rule     Second Home Ruler

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

	Calitations Spherick & (Seed)
<u> </u>	OHN GOLNES SCHENCK JB
	(Scat)
	Barruser
0,	
	Burrysct
9	(Scal)
Ox "	Berrower
STATE OF ILLINOIS.  1. the wide signed  Andre Hallmell:	L'anning se: (IN)  A Norwey Public in and for said county and state do hereby certify that  home (1)
gorn money we	personally known to me to be the same person(s) whose name(s)
substribed to the foregoing instrument, appeared better signed and delivered the said instrument as Color under my hand and official seal, this	free and voluntary so, for the fises and purposes therein set fouth.
My Commission Expires:  OI FICIAL SI ALT  LISA DI EVANS  Congressiones Constitution of the Constitution of	h and the first