## **UNOFFICIAL COPY**

FIRSTAR BANK U.S.A., N.A. 1829 WHITE OAK DRIVE WAUKEGAN, H. 60085 920-426-7538 (Lander)

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Cook County Regarder

·	Ġ.	MORT	GAGE		
ORANTOR ROBERT GRABANSKI CARYN B GRABANSKI			BORROWER ROBERT W GRABANSKI CARYN B GRABANSKI		
ADDRESS 1512 W OAKMONT RD ROFFMAN EST, IL 60194-1242 TELEPHONE NO. IDENTIFICATION NO.			ADDRESS  1512 W OAKHONT RD HOFFMAN EST, IL 60194-1242 TELEPHONE NO. IDENTIFICATION 647-843-0402		
1. GRANT.	For good and valuable of	consideration, Gr.			s to Lender Ident
esent and futu	For good and valuable oproperly described in Schend present improvements iments; rents, issues and present into the real properties. This Mortgage share, indebtedness, flabilities regage and the following present the PRINCIPAL AMOUNT/	omissory notes are	ntor hereby mo the hed to this Negas hereditam tilict., eservoir a y "Property"). yment and perfo covenants (curr	rigages and warrant fortgage and incorp- ents, and appuriena nd mineral rights and ormance of all of Bo ulatively "Obligations	s to Lender ident prated herein toge nces; leases, licer d stocks, and stand prrower and Grant s") to Lender purs
esent and futu (a) this Mo INTEREST	rigage and the following pr PRINCIPAL AMOUNT/	omissory notes ar FUNDING/ AGREEMENT	ntor hereby monthshed to this Negas hereditam ditch. (eservoir a green and performent and performent and performents (cum and other agreem	rigages and warrant fortgage and incorporate, and appurtent and mineral rights and primance of all of Boulatively "Obligations of the Customer Courts:	to Lender purs

42,500,00 LP-ILSQ1 @ FormAtion Technologies, Inc. (12/27/94) (800) 937-3799

E. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all amounts expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.

8. CONSTRUCTION PURPOSES. If checked, 

1. This Mortgage secures an indebtedness for construction purposes. 7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Londer (a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule 8 which is attached to this Mortgage and incorporated herein by reference.

(b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discherged, stored, or disposed of any "Hazardous Materials", as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taiger in the future. The term "Hazardous Materials" shall mean any hazardous wasts, toxic substances or any other substance, material, or wasts which is or becomes requisted by any governmental authority including, but not limited to, (i) petroleum; (ii) frisble or nonfrieble asbestos; (iii) polychiorinated biphenyls; (iv) those substances, materials or wasted designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wasted defined as a "hazardous wasts" pursuant to Section 1004 of the Resource Conservation and Resource Conservation and Resource as "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liebility Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance row or hereafter in effect;

(b) Grantor has the ristorial is duly authorized to exacute and perform its Obligations under this Mortosos and these

(c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;

(d) No action or proceeding is o wiell be pending or threatened which might materially affect the Property;

(e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially shout the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

B. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lencier of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Schower or Grantor (if Borrower or Grantor is not a natural person or persone but is a corporation, partnership, trust, or civic legal entity), Lender may, at Lender's option declare the sums accuract by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.

s. INCLINES AND NOTIFICATION TO THING PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inculty pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any initial party.

16. INTERFERENCE WITH LEASES AND OTNER AGREEMENTS. Grantor shall not take or fall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) salign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Clerkor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lander.

11. COLLECTION OF INDESTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, leasees, licensees, governmental subporties and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the indebtedness "indebtedness" whether or not a default exists under this Mortgage. Grantor shall diligently culled the indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instruments or other remittances with respect to the Indebtedness following the giving of such notification or if the Instruments or other remittances constitute the prepayment of any Indebtedness of the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender spirit from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under the Agraement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

12. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compilance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all afterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole

13. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

LF-8,501 - © FermAtion Technologies, Inc. (12/27/94) (800) 967-9769

JNOFFICIAL COPY8881514 (age 3 of (c) allows the Property to be damaged, destroyed, lost or stolen in any material respect; (d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender; (e) allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which,

is illegal; or (f) causes Lender to deem itself insecure in good faith for any reason.

23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law);

(a) to declare the Obligations immediately due and payable in full;
(b) to collect the outstanding Obligations with or without resorting to judicial process;
(c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender:

(d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;

- (e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
- (f) to foreclose this Montgage;
  (g) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and (h) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor walves the posting of any bond which might otherwise be required.

- 24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor hereby walves all homestead or other exemptions to which Grantor would otherwise be antitled under any applicable law.
- 25. SATISFACTION. Upon the payment and performance in full of the Obligations, Lender will execute and deliver to Grantor those documents that may be required to release this Mortgage of record. Grantor shall be responsible to pay any costs of recordation.
- 26. APPLICATION OF FORECLOSUR's PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lenger for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filling fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provider; by law.

27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts (including attorneys) fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation and the highest rate allowed by law from the date of payment until the date of reimburs and it. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.

- 28. APPLICATION OF PAYMENTS. All payments made by or on behilf of Grantor may be applied against the amounts paid by Lender (including attorneys' lees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.
- 29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Montgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.
- 30. SUBROGATION OF LENGER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.
- 31. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonable attorneys' lees and costs.
- 32. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 25, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.
- 33. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or fall to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, tails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.
- 34. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatiles and devisees.

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14. INSUNANCE. Grantor shell keep the Property insured for its full value against all hazards including loss or damage occured by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lander in its sole discretion. The insurance policies shell require the Property from such companies as are acceptable to Lander in its sole discretion. The insurance policies are affected or insurance company to provide Lander with at least thirty (30) days' written notice before such policies are affected or insurance proceeds a pertaining to the loss or of Grantor or any other person shell affect the right of Lander to be paid the insurance proceeds pertaining to the loss or demage of the Property. At Lander's option, Lander may apply the insurance proceeds to the repair of the Property or demage of the Property. At Lander's option, Lander may apply the insurance proceeds to the repair of the Property or demage or the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and reoperty and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall lumish Lander with evidence of insurance indicating the required coverage. Lander may secured hereby. Grantor shall lumish Lander with evidence of insurance indicating the required coverage. Lander may secure as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancetting any policy or act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancetting any policy or act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancetting any policy or act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancetting any policy or act as attorney-in-fact for further securing the Obligations. In the event of loss, the foreign of the foreign of the fo

any every Grantor and the congress to repuse and restore the Property.

15. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private coverants affecting the use of the Property without Lender's prior written consent. If Grantor's use to of the Property becomes a top conforming use under any zoning provision, Grantor shall not cause or permit such use to of the Property becomes a top conforming use under any zoning provision, Grantor will immediately provide Lender with the discontinued or abandonad without the prior written consent of Lender. Grantor will immediately provide Lender with the discontinued or abandonad without the prior written consent of Lender. Grantor will immediately provide Lender with the written notice of any proposed consent of the zoning provisions or private covenants affecting the Property.

18. CONDEMNATION. Gramor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby designed to Lender and shall be applied first to the payment of Lender's attorneys condemnation or taking are hereby designed to Lender and shall be applied first to the payment of Lender's attorneys feet, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain feet, legal expenses and other costs (including appraisal fees) in connection with the condemnation or repair of the proceedings and then, at the option of Lender's restore or repair the Property. In any event Grantor shall be obligated to restore or repair the Property.

Froperty. In any event Grantor shall be obligate to restore or repair the Property.

17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence in, and defend such actions, suits, or other legal appoints Lender as its attorney-in-fact to commence in, and defend such actions, suits, or other legal appoints Lender as its attorney-in-fact to commence in, and defend such actions, suits, or other legal appoints Lender as its attorney-in-fact to commence in, and defend such actions, suits, or other legal appoints to the actions described in this proceedings and to compromise or settle any clarify pertaining to the actions described in this demander resulting therefrom. Nothing contained herein will prevent Lender in any action hereunder.

Paragraph in its own name. Grantor shall not seeting or the teamonable for the performance of any of Grantor's any action hereing at any action hereing or any of Grantor's any action hereing at any action hereing or any of Grantor's any action are actions.

paragraph in its own name. Grantor shall cooperate and astist Lender in any action hereunder.

18. INDEMNIFICATION. Lender shall not assume or to issponsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstance. Grantor shall immediately provide Lender and its characters, directors, efficers, employees and agents with written notice of and indemnify and hold Lender harmiese shareholders, directors, efficers, employees and agents with written notice of and indemnify and hold Lender harmiese from all olaims, damages, liabilities (including attorneys) fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving the regal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving his regal counsel acceptable to Lender to defend the requirement of Lender, shall him legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall be entitled to implication, release or foreclosure of this Mortgage.

18. Taxes and aggregatement. Grantor shall now all taxes and aggregatements relating to Property when due. Lincon 18. Taxes and aggregatements.

15. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twenth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. If the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due data thereof.

thereof.

20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the respects. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request performance of financial condition or the Property. The information shall be for such periods, shall reflect Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's financial condition or the Property requested and complete in all respects.

24 EXECUTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents and complete in all respects.

21. ESTOPPEL CENTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferes of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding belance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses as to the intended counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferse with respect to these matters in the event that Grantor falls to provide the requested statement in a timely manner.

22. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of any Obligation:

(a) falls to pay any Obligation to Lander when due;
(b) falls to pations any Obligation or breaches any warranty or covenant to Lander contained in this Mortgage or any Other present or future, written or oral, agreement;

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35. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mall, postage prepaid, shall be deemed given three (3) days after such notice is sent and on any other such notice shall be deemed given when received by the person to whom such notice is being given. such notice is being given.

36. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage

shall continue to be valid and enforceable.

37. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.

- 38. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.
  - 39. ADDITIONAL TERMS.

Grantor acknowledges that Grantor has read, understands, a	nd sarees to the terms and conditions of this Mortgage.
Dated: SEPTEMBER 1, 1998	
GRANTOPROBERT GRANDERT	GRANTOR: CARYN B GRABANSKI
Rhambh! 4	Carco D. Mabassii
BOBERT GRABANSKI JOINT TENANT	CARYN B GRABANSKI JOINT TENANT
GRANTOR:	GEANTOR:
	C
GRANTOR:	GRANTOR:
GRANTOR:	GRANTOR:

State of Milkery UNOFFICI	AL COPY state of			
Country of Sake ) Bs.	County of) 86.			
HERRBY CENTIFY that Courty, in the State Bioresian, DU				
whose name subscribed to the foregoing instrument, appeared before me, this day in person and acknowledged that he signed, seeled and delivered the said instrument as	86			
free and voluntary act, for the uses and purposes herein set forth.	on behalf of the			
Given under my hand and official seel, this last day of the stanton, fill	Given under my hand and official seal, this day of			
Now v Public	Notary Public			
Commission expires:Commission expires:				
The street acidress of the Property (if applicable) in: 1512 w Observer RD				
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Permanent Index No.(s): 07-08-419-004

The legal description of the Property is:

LOT 4 IN BLOCK 227 IN THE RIGHLAND WEST AT SUFFMAN SETATES INVIII (28)

BEING A SURDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 8 AND PART OF THE
MORTHMAP 1/4 OF SECTION 17, TOWNSHIP 41 NOWIS, RANGE 10 BAST OF THE THIRD
PRINCIPAL MERIDIAN, IN THE VILLAGE OF MOFFMAN STATES, SCRAUBURG TOWNSHIP,
COOK COUNTY, ILLIMOIS ACCORDING TO THE PLAT THURSES RECORDED JUNE 12, 1968
AS DOCUMENT 20516893 IN COOK COUNTY, ILLINOIS. Clart's Office

\*\*\*\*\*\*\*\* "OFFICIAL SEAL" JULIA M. REMBLES Notary Public, State of Illinois My Commission Expires 01/31/2001

SCHEDULE B

This instrument was prepared by: J REMBLES

FIRSTAR BANK

After recording return to immine firster mank U.S.A., M.A., P.O. BOX 3427, OSHKORK, UP-8,001 & Permitten Yeshnologica, Inc. (12/37/94) (880) 987-9789