

THIS MORTGAGE ("Security Instrument") is given on
The mortgagor is CHRIST MAENTANIS AND MARY ANN E MAENTANIS; HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to which is organized and existing

UNIVERSITY FINANCIAL SAVINGS, F.A. under the laws of TIE UNITED STATES OF AMERICA

, and whose address is

il ("Lender").

28 NORTH GROVE, AVENUE ELGIN ILLINOIS 60120

Borrower owes Lender the mincipal sum of TWO HUNDRED EIGHTY THOUSAND AND 0/100

Dollars (U.S. \$ 280000.00). This deby is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does here by mortgage, grant and convey to Lender the following described property

COOK LOT 5 IN SUTTON CREEK, A SUBDIVISION OF MUCH OF THE NORTH 1/2 OF SECTION 21 AND AN EXIGUOUS PART OF THE SOUTH PS: 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, BOTH IN TOWNSHIP 42 NORTH, RANGE 9, LAST OF THE THIRD FRINCIPAL MERCUIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES B1,
Clotts
Office OF COOK COUNTY, ILLINOIS, ON OCTOBER 20. 1981, AS DOCUMENT NUMBER 3236780, IN COOK COUNTY, ILLINOIS

which has the address of CREEKSIDE LANE, (Street)

[Zip Code]

Barringzon Hills

Illinois

60010

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS—Single Family—FNMA/FHLMC UNIFC &M INSTRUMENT

Form 3014 12/83

	"OFFICIAL SEAL" Lisa A. Foster lotsny Public, State of Illinois by Commission Expires 2/16/93 fy Commission Expires 2/16/93		(starp)	. UMIVENEITY. (V) (D) HENGH. 62 . (A)
	Mointy Public	CILLI (IDAE IDIC	s exbircs: er my hand and offic	My Commission
	this day in person, and acknowled ee and voluntary act, for the uses in day of March	1944 se mi	muntani biss adi bara	aigned and deliving
ND MILE	e Notary Public it and for a W E WENTNIS, HUSELL IN to be the same person(s) whose a	MINITE WID NORK VI		f, do hereby certi
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(1892) reworko8 (1892)				i
(IBS) CUNDING SERIO	chi sinatkani ti hak yan			

Instrument and in any vider(a) execute by Borrower and recorded with it. BY SIGNING BELOW, LOSSOVET accepts and agrees to the terms and covenants contained in this Security

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2-4 Pamily Rider	Kider	muinimobno3	rabiR staR	oraxianiber [7]
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be incorporated into and shall amend and the rider(s) were a part of this Security	lade rabin dout	and agracinents of each a	ent, the covenants	this Security in terums
ed by Borrower and recorded together with	incexecuti	bit atom to ano M. Jimeni	ertani yihase2 ald	23. Ridore to t

22. Weiver of Hensestead. Borrower weives all right of homestead exemption in the Property.

Other(s) (specify) BS LACON MILMR

NON-UNIFORM COVENANTS. Borrower and Lender further coverant and agree as follows:

13. Acceleration; Remedies. Lender shell give notice to Borrower prior to acceleration following Borrower's break and the default of acceleration ander paragraphs 13 and 17 because of a agreement in this Security Instrument, foreclose is given to Borrower, by which the default must be cured and the thins to cause the default on or before the date specify; (a) the default, (b) the action required to cure the small of the relief proceeding and sale of the Property. The notice half the turn saccount is the following the default must be cured by this Security Instrument, foreclosure by acceleration and foreclosure, by which the celeration of the sums and the relief proceeding and sale of the Property. The notice shall further existence of a default or any other defauet of Borrower to acceleration and foreclosure, if the default is not cured by acceleration and foreclosure, if the default is not cured on or existence of a default or any other defauet of Borrower to acceleration and foreclosure, if the default is not cured by the Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding the date specified in the secured by the Security Instrument by gudicial proceeding.

23. Lender that is Property and of redemption following judicial sale. Lender in this paragraph 19, including, appointed receiver) shall be entitled to enter upon in following judicial sale. Lender in the property and to collect the tent of the property including those past due. Any rentisecollected by Lender shall be subsected the including the expiration of any period of redemption following judicial sale. Lender is the property and to optication of any property and objection of entry including the reaconable atternage of a defauet of the sums secured by this Security instrument.

23. Research in the property and objection of entry including the receiver shall be entitled to make the confect function of the Property

NOW. UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

UNOFFICIAL COPY ...

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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

9. 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, 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or 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 otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due deterof the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower P'ot Released; Forbearance By Lender Not a Waiver. Extension of the time for payment 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 punctization 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.

11. Successors and Assigns Brund; 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 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; acu (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this Society Instrument is subject to a law 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 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) 20/2 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.

13. Legislation Affecting Lender's Rights. If enactment of expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument chall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The motice 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 narrowers.

15. Governing Law; Severability. This Security Instrument shall be governed by federal as 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 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 Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) 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 had no acceleration 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 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 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 paragraphs 13 or 17.

the principal of and interest on the debt evidence by the Mote and any prepayment and late charges due under the Mote. UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

mortgage insurance premiums, if any. These it mas are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items. one-twelfth of: (a) yearly taxes and assessment it any; (c) yearly hazard insurance premiums; and (d) yearly basely insurance premiums; and (d) yearly basely insurance premiums; and (d) yearly 3. France 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 Mote, until the Mote is paid in full, a sum ("Funds") equal to

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender mays Borrower interest on the Funds and applicable law permits Lender to make such a charge. state agency (including Lender if Lender is tuch an institution). Lender shall apply the Funds to pay the escrow tlems.

Borrower and

this Security Instrument. requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for whall each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by Lender may agree in writing that interest shall be paid on the Punds. Unless an agreement is made or applicable law

amount necessary to make up the deficiency in one or more payments as required by Lender. the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower or credited to Borrower or monthly payments of Funds. If the amount of the flurds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any if the an ount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

any Funds held by Leader Brunder paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately price to the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument. Upon payer of in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

Note; third, to amounts payable and regraph 2; fourth, to interest due; and last, to principal due. 3, Application of Paymerts. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applicat, to late charges due under the Note; second, to prepayment charges due under the

Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender all notices of amounts to be paid ander this paragraph. If Borrower makes these seconds directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid ander this paragraph. If Borrower makes these seconds directly, Borrower shall promptly furnish to Lender Property which may attain priority over this Scentity Instrument, and lesschold payments or ground rents, if any 4. Chargast Liene. Borrower shall pay al taxes, assessments, charges, fines and impositions attributable to the

of the giving of notice. notice identifying the lien. Borrower shall satisfy the lien or take one or a tore octions set forth above within 10 days sgreen in writing to the payment of the obligation secured by the lies in a manner acceptable to Lender; (b) contests in good faith, he lien by, or defends against enforcement of the lien in, legal prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Securit; It strument. If Lender determines that any part of the Property is subject to a fien which may attain priority over this Security Instrument, Lender may give Borrower as the Property is subject to a fien which may attain priority over this Security Instrument, Lender may give Borrower as the property is subject to a fien which may attain priority over this Security Instrument, Lender may give Borrower as receig is evidencing the payments.

Borrower shall promptly discharge any lies which has priority over this Security Instrument unless Borrower: (a) good

unreasonably withheld. insurance carrier providing the insurance shall be chosen by Borrower subject to Lehder's approval which shall not be insured against loss by fire, hazards included within the term "extended coverage" and sor other hazards for which Lender requires. The requires insurance. This insurance shall be maintained in the amounts and for the regions that Lender requires. The Borrower shall keep the improvements now evirung or hereafter erected on the Property

carrier and Lender, Lender may make proof of loss if not made promptly by Borrower. all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender exil insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin offered to settle a claim, then Lender may collect the inqurance proceeds, Lender may use the proceeds to repair or restore Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has restoration or repair is not economically seasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If of the Property damaged, if the restoration or repair is economically feasible and Lender's security (1,100) lessened. If the Unless Lender and Borrower ofherwise agree in writing, inaurance proceeds shall be applied or restoration or repair

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. 19 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 when the notice is given.
Unites Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property Lemesholds.

Change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower ahall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights fee title shall not metge unless Lender agrees to the merger in writing.

The Protection of Lender's Rights in the Property; Mortgage Insurance.

The Protection of Lender's Rights 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 to enforce laws or Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or the condemnation or to enforce it apply

requesting payment Lender may take action under this pare not a boule this pare does not a boule the solution of the solution of

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BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 22ND day of MARCH , 19 91 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to UNIVERSITY FINANCIAL SAVINGS, F.A.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5 CREEKSIDE LANE, BARRINGTON HILLS, ILLINOIS 60010

Property Address

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a real Maturity Date of APRIL 1, 20 21, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or had a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPITON

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must call be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

MEM (1.25%)

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus who have of one percentage point (0.125%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required not yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) recrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above ar met. The Note Holder will provide my payment record information, together with the name, title and address of the person expresenting the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

MARY ANN E. MAENTANIS BOTTOWER	CHRIST MAENTANIS (Seal) CHRIST MAENTANIS Rorrower
	(Seal) Borrower

NULTISTATE BALLOON INDER—Single Family—Pennie Mee Vallerin Instrument Form 8849 (9002) Form 3180 12/80 (page 1 of 1 page)
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