ende na 46320 "LENDER" Meimber FDIC

LORRAINE S., KOVACH 7446: WHITE OAK AVENUE: HAMMOND, IN 46324

MORTGAGE

5nal Bank

46319

200 W Ridge Road Griffith, IN 463

94000179

(219) 932-8220

24000%73	219-844-1521				
BORRO			ADDRESS OF RE	AL PROPERTY.	· · · · · · · · · · · · · · · · · · ·
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LORRAINE (S. KOVACE 7446 WHITEFOAK AVENUE HAMMOND, IN 46324		7446 WHI	TEFOAK AVENUE	SA	Si
(electropie Humber) 219-844-1521				R H	FILE
11:4GPANT: Grantor hereby mortnene	etwarenia assista and orania	initiation de la constitución de	d'about a factivité leter	int lo So rojal respectivity	cy la 4

Tretur-

Schedule A, which is estached to this Mortgage and incorporated herein together with all future and present impressive interest in the second incorporated herein together with all future and present impressive interest and other agreements; rents, issues and profits; water, well, ditch, expension stock; and standing timber and crops pertaining to the real property (cumulatively "Property");

2. OBLIGATIONS. This Mortgage shall secure the payment and performance of all of Borrower and Grantor's present and future; obligations and covenants (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

(4) 1110 (10) (84)	ge and the following profilesory.no	an wild on latted late the	101		
INTEREST	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/	MATURITY	CUSTOMER NUMBER	LOAM: NUMBER
3.00	\$2,970,00	12/17/93	12/16/98	05083	6-6-65372
	/				
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4	a rank that surface is a rank that surface door a rank		TOTAL	1	

(b) (c) all other present or future, written or oral notes, obligation (whether, executed) for the same or different for oral notes, obligation (whether, executed) for the same or different for oral notes, then the indebtedness secured by a swelling and Barik let equired to discipling and barik let equired by falls to provide such discipling any indebtedness secured by notice of right of rescission required by law. and any other agreements between Borrower or Grantor and Lender The design of the fithis Mortgage shall (not secure the following jostice of the existence of this security interest and Bank falls to do so; (ii) any der federal requisitors, a limitation on the maximum interest rate and Bank rais principal dwelling when Bank falls to provide (to all persons entitled) any

(o) all amendments, modifications; replacements, renewals or substitutions on of to any of the foregoing.

Mr. Grantor ils; the Borrower, Grantor shall pay any promissory, notes or agreements evidencing the Obligations In accordance with the terms and conditions and will perform and comply with all of the terms and provisions thereof.

SEPURPOSE. This Morroage and the Obligations described herein are executed and incurred for ______Persons.

4. :FUTURE ADVANCES: This Mortgage also secure any and all future obligations and advancements made by Lender to Grantor St. Borrower except that the maximum amount of unpaid outstanding indebtedness under this paragraph 4 at any time shall not exceed \$\frac{2.970.00}{2.970.00}\$

exclusive of interest thereon and any unpaid balances of advances made with respect to the mortgaged premises for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the mortgaged premises and all other costs which Lender is authorized by this Mortgage to pay on Grantor's behalf, it is the express intention of the Grantor and Lender that this Mortgage be an open ended mortgage subject to IC 32-8-11-9. grantor stipulates and agrees with Lender that as of the date of this Mortgage, be an open ended mortgage subject to IC 32-8-11-9. grantor stipulates and agrees with Lender that as of the date of this Mortgage, be an open ended mortgage subject to IC 32-8-11-9. grantor stipulates and agrees with Lender that as of the date of this Mortgage, be an open ended mortgage subject to IC 32-8-11-9. grantor stipulates and agrees with Lender that as of the date of this Mortgage, be at the Lender is sole discretion:

5) CONSTRUCTION PURPOSES. If checked, this Mongago security an incise reduces for construction purposes. If checked, this Mongage security an indebtedness for home construction purposes.

6: REPRESENTATIONS; WARRANTIES AND COVENANTS. Cranter represents; wavrants and covenants to Lender that:

(a) Grantor has fee simple title to the Property and has full power to Marriages it. Grantor shall maintain the Property free of all liens, security interest; encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference. Grantor will warrant and defend the title to the Property against all lawful claims and demands and will make any further assurances of title

reference. Grantor will warrant and defend the titls to the Property against all lawful claims and demands and will make any further assurances of title that Lender may require;

(b) Neither Grantor, not, to the best of Grantor's knowledge, any other, party has used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substance, or related materials (cumulatively). Hazardous Materials to or from the Property. Grantor shall not commit or, permit such actions to be taken in the future. The term "Hazardous Materials to, or material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfrisble as bestos; (iii) polychlorinated biphenyis; (iv) those substances, materials or wastes designated as a "hazardous substances, materials or wastes designated as a "hazardous waste" pursuant to Section 31 tiof the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery, Act or any amendments or replacements to that statute or any other, similar statute, rule, regulation or ordinance now or hereafter in effect;
(b) Grantor has the right and its 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 or shall be pending or threatened which might materially affect the Property; (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this

affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this

Mortgage; and

(f): The Property; ((1) contains; no facilities; that are subject to reporting under Section 312 of the Federal Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C.\$ 11022); (2) is not the late of any funderground storage tanks; for which inotification is required under 42 U.S.C.\$ 6991a; and IND, CODE\$13-7-20-13 (A)(8); (3) is not illeted on the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) in accordance with Section 116 of the Comprehensive Environmental Response, Compensation and Liability Act; (42 U.S.C.\$ 9616); and (4) there are no environmental defects, as that term is defined in IND, CODE\$13-7-22.5-1.5, in the Property.

7.. TRANSFERS OF THE PROPERTY. Grantor shall not assign, convey, lease, sell, transfer or further encumber (cumulatively, "Transfer") any of the Property, or any of the Grantor's right, title or interest in the Property, without Lender's prior written consent. Lender shall be entitled to withhold its consent

8. INQUIRES AND NOTIFICATION TO THIRD PARTIES! Grantor hereby authorizes Lender to contact any third party and make any inquiry 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 third

party:

9., INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause of permit the termination of 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) tassigns or allow a lien; security interest or other encumbrance in the amounts payable thereunder or permit any of the foregoing to be subordinated to any lien or encumbrance except a lien or encumbrance in favor of Lender; or, (d) terminate or oancel any Agreement except for the nonpayment of any sum or other material breach by the other, party, thereto.

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Grantor 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 Lender.

- 10. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY, Lender shall be entitled to notify or require Grantor to notify any third party (including; but not illmited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "indebtedness") whether or not a default exists under this Mortgage; Grantor shall diligently, collect 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 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 or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart 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 this Agreement: Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in the paragraph or any damages resulting therefrom:
- 11. 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 compliance 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 alterations, 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 expense.
- 12. 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, be entitled to any or all the following remedies; repair, the affected Property to its previous condition; pay or cause to be paid to Lender the decrease in the fair market value of the affected Property; or apply the proceeds of any insurance policy to the Obligations.
- affected Property; or apply the proceeds of any insurance policy to the Obligations.

 13. INSURANCE, The Property will be kept insured for its full value against all hazards including loss or damage caused by fire; collision, theft or other caeualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company, to provide Lender with at least thirty, (30): days; written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lander as a loss payer and provide that no act or omission of Grantor or any other person shall affect the right? of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Grantor falls to acquire or maintain insurance, Lender (after providing notice as may be required by law) may init discretion procure appropriate insurance coverage upon the Property and charge the insurance coverage upon the Property and charge the insurance of principal under the promiseory note: Grantor shall furnish Lender with evidence of insurance indicating the required coverage, Lender may, act as attorney-in-fact for Grantor, in making and restring claims under insurance shall be applied first to the payment of Lender's attorney fees and then at the option of Lender, to the payment of Obligations (whether or not due) or the restoration or repair of the Property.
- 14: ZONING AND PRIVATE COVENANTS. Grantor, shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor, shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.
- Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provided Lender with written notice of any proposed changes to the property.

 15. CONDEMNATION., Grantor shall immediately provided Linder with written notice of the Property.

 15. CONDEMNATION., Grantor shall immediately provided Linder with written notice of the Property. All monies payable to Grantor from such condemnation of taking are hereby assigned to Lender which may at its option receive such proceeds to the extent of the College to Commence of the Property under controls specified by Lender:

 16. LENDER'S RIGHT, TO COMMENCE On DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or, threatened actions, suits, or other proceedings and to compromise or settle any claim or controversy, pertaining thereto. Lender, shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph in its own name. Grantor shall cooperate and assist Lender in any action hereunder. Lender in any action hereunder.
- 17. INDEMNIFICATION., Lender, shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender, and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold: Lender harmless from all claims, damages, liabilities (including attorneys, tessuand legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") interesting to the Property (including, but not limited to, those involving Hazardous Materials): Grantor; upon the request of Lender; shall hire legal counsel acceptable to Lender to defend Lender, from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection the swith. In the laternative, Lender, shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost.
- 18. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and association to of every nature relating to Property and the rents and income thereof or the Obligations (except any state or federal income taxes or state intangible) review when due. Upon the request of Lender, Grantor shall deposit with Lender, each month one-twelfth (1/12) of the estimated annual incurrence premium taxes and assessments pertaining to the Property as estimated by iLender, and the payment of taxes, as seements and incurrence as required on the Property.
- 19. INSPECTION OF PROPERTY, BOCKS, RECORDS AND REPORTS. Grantor sail allow Lender or its agents to examine and inspect the Property, and examine, inspect and make copies of Grantor's books and records penaining to the Property from time to time. Grantor shall provide any assistance, required by Lender for these purposes. All of the algorithms and information contained in Grantor's books and records penaining to the Property. Additionally, Grantor shall respects. I Grantor shall note the existence of Lender's books and records penaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Londer may request regarding Grantor's financial condition on the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 20; ESTOPPEL, CERTIFICATES. Within:ten (10) days after any request by Lender, Grantor shall deliver to Lender; or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims; defenses, set offs or counterclaims with respect to the Obligations and if so the nature of such claims, defenses; set offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor falls to provide the requested statement in a timely manner.
 - 21. 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 Lender when due;
 - (b) (falls to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or oral, agreement;
 - (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), allows the Property to be used by anyone to transport or store goods the possession, transportation, or use of which, is illegal;
 - (f) causes Lender to deem itself insecure in good faith for any reason.
- 22. 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;
 - (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 and Lender may propose to retain such personal property in partial satisfaction of the Obligations or sell all or any portion of such personal property at public or private sale in accordance with the indiana Uniform Commercial Code or any other applicable statute.

 (d) to take immediate possession, management and control of the Property without seeking the appointment of a receiver:

 - (e) to collect all of the rents, issues, and profits from the Property from the date of default;
 - (f) to apply for and obtain; without notice and upon ex parts application, 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
 - (g); to foreclose this Mortgage without relief from valuation and appraisement laws;
 - (h) to set-off, Grantor's Obligations against any amounts due to L'ender Including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
 - (I) 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 waives the posting of any bond which might:

- 23. APPLICATION OF FORECLOSURE PROCEEDS. Lender shall apply the proceeds from its foreclosure of this Mortgage and the sale of Property in the following manner: first, to the payment of any Sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender 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; attorney's fees, legal expenses; title search expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations in such order as Lender, at its option, may elect; and then to any third party as provided by law.
- 24. WAIVER: OF HOMESTEAD AND OTHER: EXEMPTIONS: Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law. All amounts due and payable hereunder or any other present or future agreement or the Obligations shall be paid without relief from valuation and appraisement laws.
- 25. 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 allowed by law from the date of payment until the date of reimbursement! These sums shall be included in the definition of Obligations herein and shallbe secured by the interest granted herein.
- :28; APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor; may be applied against the amounts paid by Lender (including attorneys) fees 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.
- 27. 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. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be takent or executed by Grantor, under this Mortgage, Lender's performance of such action or execution of such documents shall not relieve Grantor from any. Obligation or ours any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.
- 28. SUBROGATION OF LENDER: 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,
- 29: COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due of enforcing any right or remedy under this Agreement, Grantor agrees to pay Lender's attorneys! fees and collection costs.
- 30, 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.
- 31. 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 willing signed by Lender. Lender may perform any of Grantor's Obligations or delay of fall to exercise any of its rights without causing a waiver of those Obligations or release. 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, falls to exercise the pairs or releases any of the Obligations belonging to any Grantor, third party of any of its rights against any Grantor, third party of any extend the time for the payment of the Obligations; or reduce the payments thereon, or accept a renewal note of the representation of reduce the payments thereon, or accept a renewal note of the respective and any such extension, reduction or renewal shall not affect the priority of this Mortgage or impair the security interest hereof in any manner or release; cleckage or affect in any manner, the primary liability of Grantor, Borrower, or any endorser or guarantor, to Lender.

 32: SUCCESSORS AND ASSIGNS. This Mortgage shall run with the land and shall be binding upon and in the benefit of Grantor and Lender and their respective successors, assigns, transferred for parents representatives, legatees and devices.
- their respective successors, assigns, transfer, receivers, administrators, recens representatives, legates and devisees.

 33: NOTICES: Any notice; of communication to be provided under this words and see
- 33: NOTICES: Any notice of jother communication to be provided under this Mortgage shall be in we described in this Mortgage of such other address as the partie may design to in writing from time to time. shall be in writing and cent to the parties at the addresses!
- 34. SEVERABILITY. Hany provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and
- 35. APPLICABLE LAW: This Mortgage shall be governed by the laws of the state indicated in Lander's address. Grantor consents to the jurisdiction and venue of any court located in the state indicated in Lender's address in the event of any legal proceeding under this Mortgage.
- 38: MARSHALLING., Grantor walves any and all right to have the property and estates comprising the Property marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the property sold in its entirety;
- 37. MISCELLANEOUS: Grantor and Lender agree that time is of the essence. Grantor walvis presentment, demand for payment, notice of dishonor and protest except as required by law. Grantor walves any right to a jury trial Grantor may have under applicable 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, This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.
 - 38. ADDITIONAL TERMS:

7446 WHITE OAK AVENUE EMDIANA 46324 PIN #26-36-4-4

Grantor acknowledges that Grantor has read; understands, and agrees to the terms and conditions of this Mortgage.

Dated DECEMBER 13', 1993 GRANTOR: LORRAINE S'. KOVACH. **GRANTOR:** LORRAINERS. KOVACH TITLE: -TITLE: == GRANTOR: GRANTOR:

State of :	Indiana	X I		
•	Lake	.); ;);		
County of			Lorraine s. Kovach	
who acknowledge	lotary Public in and for said County of execution of the foregoing 17 th had and Notarial Seal this 17 th	strument Decem	paredand stated that the representations therein contained the parent in the pa	nêd are true,
Alunese this list	nd and Notarial Seal this <u> </u>	day of	1 1 1	
, ,	(MOTARIAL BEAL)	-	NOTARY PUBLIC	
White Line	PPA MILL S MIRY		y County of Residence: Lake	
My Notariel Comn		/94	Linda Harwood	
	13		(Printed Signature)	
State of)!); ••.		
County of);	f.	
Before me, a N	otary Public in and for said County	and State, personally app	pared	
Witness my ha	d execution of the foregoing	day of	and stated that the representations therein conta	inea are true,
·		·		
	(NOTARIAL SEAL)	•	NOTARY PUBLIC	
		•	ly County of Résidence;	
My Notarial Comin	nlesion Expires;		(Printed Signature))	
		SCHEDI	JLE A	
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	ion of the Property is:	NOT OF	FICIAL:	
IS FURTH LOT 3, E	FINE CITY OF FAIMOUR PLANTS OF TAIMOUR PLANTS OF THE WORTH 30 142 13BLOCK 4 IN SAXONY PAREOF, RECORDED IN PLANTS OF LAKE COUNTY, INDIA	REFERENCE IN THE	NO THE NORTH 15:31. FEET OF THE CITY OF HAMMOND, AS PER B, IN THE OFFICE OF THE	
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Prepared by and return to:

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