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SAMUEL ORUCH. RECORDER

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110R HO 85900

## MORTGAGE.

THIS MORTGAGE ("Security Instrument") is given on

. The mortgagor is

VOJISLAV VEJISIC, MILKA VEJISIC, HUSBAND AND WIPE

This Document is the property of

("Borrower"). This Security Instrument is given to

SECURITY FEDERAL BANK, a FEDERAL SAVINGS BANK

which is organized and existing under the laws of address ig 321 WICKER AVENUE

The United: States of America:

, and whose

ST. JOHN, IN . 46373

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

ETGRIY STX THOUSAND FOUR HUNDRED FTFTY AND NO/100

Dollars (U.S. \$ 86,450.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for MAY 1, 2024 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 of the Note; (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 hereby mortgage, grant and convey to Lender the following County, Indiana: described property located in

V.U.

PARCEL A: THAT PART OF LOT 10 IN BLOCK ONE OF PLUM CREEK VILLAGE 5TH ADDITION TO THE TOWN OF SCHERERVILLE AS PER PLAT THEREOF IN THE OFFICE OF THE RECORDER OF TAKE COUNTY, INDIAN TNDTANA, WHICH PART IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY MOST CORNER OF SAID LOT 10; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 10; A DISTANCE OF 41.0 FEFT; THENCE NORTHWESTERLY ALONG A LINE

PARALLEL TO THE NORTHFASTERLY LINE OF SAID LOT 10 A DISTANCE OF 81.0 FT; THENCE NORTHFASTERLY ALONG A LINE PARALLEL TO THE SOUTH FASTERLY LINE OF SAID LOT 10 A DISTANCE OF 41.0 FT TO THE NORTH-

EASTERLY LINE OF SAID LOT 10; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 10, A DISTANCE OF 81.0 FEET TO U.U. THE POINT OF BEGINNING, SOMETIMES REFERRED TO AS PARGEL A.

M.N.

N.V.

\*RECORDED: IN PLAT BOOK 60 PAGE 19

146 HOLLY LANE which has the address of

46375 Indiana:

("Property Address");

[Zip Code]

INDIANA-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT. Form 3015 9/90:

-6R(IN) (9212)

Amended:5/91

VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

[Street, City].

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SCHERERVILLE

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument; All of the foregoing is referred to in this Security Instruments as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed 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.

UNIFORM COVENANTS. Borrower and Lender covenant and tagree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds 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 Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lienton the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood/insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount atlender for a federally related mortgage loan may require for Borrower's escrow 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 law 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 lesser 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 Boan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lenderto make such 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 on 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 debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument:

If the I mals field by Lender exceed the amounts permitted to be field by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds field 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 I ender the amount occassary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at bender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Bender under paragraphs 1 and 2 shall be applied. first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; 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 receipts evidencing the payments.

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

Sh Hazard or Broperty Inquirance; Borrowers shall keep the improvements now existing on hereaften erected on the Property insured against loss by fire, hazards included within the firm, "extended poverage" and any other hazards, including Hoods or flooding, for which thender regulies ansurance. This insurance shall be maintained in the amounts, and for the periods that Bender requires. The insurance carrier providing life insurance shall be chosen by Borrower subject to Uzenden stapproval Which shall not be unicasonably withheld. If Borrowen falls for maintain coverage described above; Lendering, all Lender's option; dittain coverage to protectile addition the Property in accordance with paragraph.7

Allhinsurance nolicles and renewally shall be acceptable to the and shall include a standard morigage clauses the niterial rshall have the rightiothold the policies and renewals. If then de requires; Borrower shall promptly, give to Lender all receipts of phidipremiums and trenewall notices. In the evention loss; Borrowen shall give prompting tice to the insufance carrier and Lenden.

Hender may make proof of loss if not made promptly by Bormwen.

Unless Londer and Borrower otherwise agree in writing insurance proceeds shall be applied to restoration or regality of the Broperty damaged in the restoration or repair is economically feasible and thender's security is not be sened. If the restoration or repairs is not economically feasible or Bender's security would be lessened the insurance proceeds shall be applied to the similar secured by this Security Instruments wilether to not then the with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that ille insurance carried has offered to sell bravellim, then Lender-may collect the insurance proceeds. Lender-may use the proceeds to repain of restore the Property onto pay-sums. secured by this Socurity Instrument, whether or not then due. The 30-day period will be gibt when the motife is given.

Unless Lender and Borrower otherwise agree sine writing, affy, application of aproceeds no sprincipal shall not extend to postpone the due date of the monthly payments referred to in paragraphs at and 2 or diange the amount of the apayments aff under paragraph 21 the Property is acquired by Lender, Botrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to the extent of the sums secured by this Security this truments

immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property: Borrowef's Loan Application Weasen dist. Borrower shall occupy, establish, and use the Property as Borrowen's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrowents in the light entering at least one year affet. the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably Withhells, on unless, extenuating circumstances exist which are beyond Borrower's control. Borrower shall most destroy, damage on impain the Property, allow the Property to deteriorate, or commit waste on the Bronerty. Borrower shall be interfault iftany, forfellure nction or proceeding, whether civil or criminal, is begunsthatein Lenden's good faith judyment could result in for feiture of the Property or otherwise materially impair the lien created by this Security Instrument on Lenden's security interest. Boffowerinay, cure such a default and reinstate, as provided in paragraph 18, by causing the action on proceeding to be dismissed with a rulling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interestain lie Broperty of or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be invidefaulthis Bornower, during the loan application process, gave materially fulse or inaccurate information or statements to Bender (on failed to provide I ender with any material information) inconnection with the joan evidencediby, the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as apprincipal residence. In this Security Instrument is one leasehold. Borrower shall comply with all the provisions of the leaser its Borrower acquires fee title toathe 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 falls to performatife covenants and lagreements contained in this Security Instrument, or there is a legal proceeding that may significantly, affect Bender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or fortelture or to enforce laws or regulations), then Lender may dot and pay for whatever is necessary to protect the value of the Property, and Render's rights in the Property. Defidely stactions may, include paying any sums secured by a lien which has priority over this Security Instruments appearing inscourts paying reasonable attorneys' fees and entering on the Property to make repairs. Although lender may take action under this paragraph

7. Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower sequred 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.

81 Mortgage Insurance. If Bender required imprigage insurance as a condition of making the loan secured by this Security, Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effects like for any reasons the mortgage insurance coverage required by Lenden lapses on ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously inteffect, at a costisubstantially equivalent to the cost to Borrower of the mortgage insurance previously in effects from an allernate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to lender each month assuming all to one-twelfth of the yearly mortgage insurance premium being paidlby Borrowen when the insurance coverage lapsed on ceased to be inteffect. Lender will accept use and retain these payments as a loss reserve in lieur of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount andtfor the period that\*Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

- 9. Inspection, Bender or its agent may make reasonable entries upon and inspections of the Property. Bender 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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of actotal taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 date of the monthly payments referred to in paragraphs 1 and 2 on change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not as 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 iminterest. 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 on preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Severalt Etablility; 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 whose co-signs 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; and (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.
- 13. Loan Charges, if the loan secured by this Security 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 for to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail\* to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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Form 3015 9/90

47. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is soldtor transferred (or if a beneficial interest in Borrower is sold on transferred and Borrower is not a natural person) without Lender's prior written consent, Bender 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 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 Bender 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 paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result into change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Boan 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, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous 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 Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrowen shall promptly take all necessary remedial actuoes 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 assestos or formaldehyde, and radioactive materials. As used in this paragraph 20. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial/proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Bender, 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 incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys? fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.
  - 23. Waiver of Valuation and Appraisement. Borrower waives alliright of valuation and appraisement.

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24. Riders to this Security Instrumen Security Instrument, the covenants and agree the covenants and agreements of this Security [Check applicable box(es)]  Adjustable Rate Rider Graduated Payment Rider Balloon Rider V.A. Rider	Condominium R Planued Unit De	er shallibe incorporate der(s) were a part of t ider velopment Rider	d into and shall amer	nd and supplement nt. nt Rider
BY SIGNING BELOW, Borrower accelin any rider(s) executed by Borrower and reconvincesses:    Company   Comp		VOOTSLAV. VUJISTC	intained in this Secur	(Seal) -Borrower
	-Borrower			-Borrower
STATE OF INDIANA,	LAKE	Count	y, ss:	
On this 2157 day of and for said County, personally appeared	APRIL VOJISLAV VEJISIC AND P	ATEKA VULITSIC, HUSBAND		a Notary Public in
WITNESS my hand and official seal.		and acknowledged the	e execution of the for	egoing instrument.
My Commission Expires: 06-07-96 GOUNTY OF RESIDENCE: LAKE	– N	otary Public	THOMAS' G. SCHI	LIER C
This instrument was prepared by: Rdwing Go	olec, Asst. Vice Presidê	ent.		190

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