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COOK COUNTY, ILLINOIS
FILED FOR RECORD

FILED 6/23/1983 REC'D 6/23/1983

1986 JUN 24 PH 2:00

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MORTGAGE

JLCM

THIS MORTGAGE ("Security Instrument") is given on JUNE 23, 1986. The mortgagor is LA SALLE NATIONAL BANK, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 12, 1986 AND KNOWN AS TRUST NUMBER 111095.

NORWEST MORTGAGE, INC. ("Borrower"). This Security Instrument is given to
under the laws of MINNESOTA, which is organized and existing
AVENUE, P.O. BOX 782 WATERLOO, IOWA 50704, and whose address is 3451 HAMMOND
Borrower owes Lender the principal sum of ONE HUNDRED THREE THOUSAND AND 00/100

LOT 44 (EXCEPT THE NORTH 17 FEET THEREOF) AND ALL OF LOT 43 IN
BLOCK 8 IN WOODBINE ADDITION BEING A SUBDIVISION OF THE NORTHEAST
QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

COMMONLY KNOWN AS: 740 NORTH GROVE AVENUE
OAK PARK, ILLINOIS 60302

PERMANENT TAX NUMBER: 16-06-313-003-0000 VOLUME 140

THIS INSTRUMENT PREPARED BY AND MAILED TO:
NANCY P. ABRAMS, NORWEST MORTGAGE, INC., 246 EAST JANATA BLVD., #125, LOMBARD, IL 60148

БОК 333—WJ

TAX STATEMENTS SHOULD BE SENT TO:
GMAC MORTGAGE CORPORATION, PO BOX 780, WATERLOO, IOWA 50704
THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.

which has the address of..... 740 NORTH GROVE AVENUE..... OAK PARK.....

Illinois 60302 ("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 seized 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.

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SEE RIDER ATTACHED HEREIN AND MARK A PART THEREON
86258323

SEE A PART THEREON

SEE A PART THEREON

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:	
17. USES. Lender shall give notice to Borrower prior to acceleration under paragraphs 13 and 19. Acceleration; Remedies. Lender shall give notice to Borrower to accelerate following Borrower's breach of any covenant in this Security instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the date or date(s) by which the default debuts; (c) a date not less than 30 days from the date specified in the notice to Borrower to accelerate if acceleration must be cured; and (d) the 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, regardless of whether the default continues. The notice shall further specify that Lender at its option may require immediate payment in full of all sums secured by this Security instrument, or remit without further demand and may proceed to collect the same by suit or otherwise. (e) a default after acceleration by Lender shall be deemed to have occurred in the event Borrower fails to pay any sum due under this Security instrument, regardless of whether the default continues. The notice shall specify the amount of the default, the date it accrued, the date it became due, the date it will become due, the date it will be paid, and the date it will be paid in full.	
18. ACCELERATION; REMEDIES. Lender shall give notice to Borrower to accelerate following Borrower's breach of any covenant in this Security instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the date or date(s) by which the default debuts; (c) a date not less than 30 days from the date specified in the notice to Borrower to accelerate if acceleration must be cured; and (d) the 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, regardless of whether the default continues. The notice shall further specify that Lender at its option may require immediate payment in full of all sums secured by this Security instrument, or remit without further demand and may proceed to collect the same by suit or otherwise. (e) a default after acceleration by Lender shall be deemed to have occurred in the event Borrower fails to pay any sum due under this Security instrument, regardless of whether the default continues. The notice shall specify the amount of the default, the date it accrued, the date it became due, the date it will become due, the date it will be paid, and the date it will be paid in full.	
19. ACCELERATION; REMEDIES. Lender shall give notice to Borrower and Lender further covenant and agree as follows:	
20. LENDER'S RIGHT TO SUE. Upon acceleration under paragraph 19 or abandonment of the Property and at any time thereafter, Lender may sue in any court of competent jurisdiction to collect any sum due under this Agreement, including, but not limited to, reasonable attorney's fees and costs of title evidence, including, but not limited to, collection of rents, collection of sums secured by this Security instrument, and reasonable attorney's fees, and to enforce any judgment so obtained. Lender shall pay any reasonable attorney's fees and costs of title evidence to Borrower.	
21. RELEASES. Upon payment in full of all sums secured by this Security instrument, Lender shall release this Security instrument, or remit without further demand and may proceed to collect the same by suit or otherwise. (e) a default after acceleration by Lender shall be deemed to have occurred in the event Borrower fails to pay any sum due under this Security instrument, regardless of whether the default continues. The notice shall specify the amount of the default, the date it accrued, the date it became due, the date it will become due, the date it will be paid, and the date it will be paid in full.	
22. WATER OF HOMESTEAD. Borrower shall pay any reasonable attorney's fees and costs of title evidence to Lender to collect the same by suit or otherwise. (e) a default after acceleration by Lender shall be deemed to have occurred in the event Borrower fails to pay any sum due under this Security instrument, regardless of whether the default continues. The notice shall specify the amount of the default, the date it accrued, the date it became due, the date it will become due, the date it will be paid, and the date it will be paid in full.	
23. RIDERS TO THIS SECURITY INSTRUMENT. (a) Once or more riders are executed by Borrower and recorded together with this Security instrument, the covenants and agreements of this instrument as to the rider(s) will be incorporated into this instrument and become part of this instrument. (b) Once or more riders are executed by Borrower and recorded together with this Security instrument, the covenants and agreements of such rider(s) will be incorporated into this instrument and become part of this instrument. (c) Once or more riders are executed by Borrower and recorded together with this Security instrument, the covenants and agreements of such rider(s) will be incorporated into this instrument and become part of this instrument.	
24. FAMILY RIDER. <input checked="" type="checkbox"/> Other(s) [Specify] LAND TRUST RIDER <input type="checkbox"/> Grandchild Payment Rider <input type="checkbox"/> Grandchild Retirement Rider <input type="checkbox"/> Adjustable Rate Rider <input type="checkbox"/> Qualified Payment Rider <input type="checkbox"/> Qualified Retirement Rider	
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security instrument and in any rider(s) executed by Borrower and recorded within this Security instrument.	
I, A. SALLE, NATICOR BANK, NOT PERSONALITY MAY 12, 1986 AND X A/N AS SEST. #111095 BUT AS TRUSTEE FOR TRUST AGREEMENT DATED 1A. SALLE-NATICOR BANK, NOT PERSONALITY (Seal)	
ATTACHMENT SECRETARY Borrower (Seal)	
[Space Below This Line For Acknowledgment]	

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UNIFORM COVENANTS, Borrower and Lender, dated 2/22/2013, page 3 of 3

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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. 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 the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to 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's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of 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.

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

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, legal proceedings which in the Lender's opinion operate to 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 Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender 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.

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

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

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

Unless Lender and Borrower otherwise agree in 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 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 Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include 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 Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days within which Borrower may either cure or demand an acceleration. Security interest in this instrument, its proceeds and all sums secured by this instrument prior to the expiration of this period, Lender may invoke any of his rights or remedies available under the Uniform Commercial Code.

person) without Lentender's prior written consent, Lentender may, at its option, require immediate payment in full of all sums received by this Seller or his successors or assigns as a result of this Settlement, however, this option shall not be exercised by Lentender if exercise is prohibited by applicable law as a result of this Settlement.

165. Borrower's Copy. Borrower shall be given one copy of the Note and of this instrument. If the Note or this instrument is sold or transferred, Borrower is sold or transferred, or if a beneficial interest in Borrower is sold or transferred, Borrower's right to receive payment of the Note and of this instrument may be assigned to another person or entity.

166. Borrower's Copy. Borrower shall be given one copy of the Note and of this instrument. If the Note or this instrument is sold or transferred, Borrower is sold or transferred, or if a beneficial interest in Borrower is sold or transferred, Borrower's right to receive payment of the Note and of this instrument may be assigned to another person or entity.

167. Borrower's Copy. Borrower shall be given one copy of the Note and of this instrument. If the Note or this instrument is sold or transferred, Borrower is sold or transferred, or if a beneficial interest in Borrower is sold or transferred, Borrower's right to receive payment of the Note and of this instrument may be assigned to another person or entity.

Note: The following table provides a summary of the key provisions of the proposed instrument and the specific conditions within which it will be applicable.

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 if given to Borrower at Lender's address or to Lender when given as provided

14. Notices. - Any notice to Borrower provided for in this Agreement shall be given by mail unless otherwise addressed. Borrower's notices to Lender shall be directed to the mailing address or, if by first class mail, unless otherwise specified, to the office of another member of the firm or corporation which is the Borrower.

may require immediate payment in full or in sums secured by this security instrument may be exercised by Lender shall take these steps specified in the second paragraph of paragraph 17.

13. Legal Protection Against Intellectual Property Infringement The Company will take all reasonable steps to protect its intellectual property rights, including trademarks, copyrights, and patents, from unauthorized use or infringement by third parties.

permits limited liability for debts incurred by making a direct payment to Borrower. Lender may choose to make this reduction by reducing the principal owed under the Note or by making a demand to Borrower to pay off the Note in full.

charges, and shall be interpreted so as to give effect to other labor charges collected under the same contract, and such charges shall be reduced by the amount necessary to reflect the difference between the amounts collected under the two contracts.

12. *Security Instruments*. If the loan secured by this Security Instrument is subject to a law which sets maximum loan amounts or otherwise limits the amount of loans which may be made, the parties hereto agree that the maximum amount of any loan made by the Lender to the Borrower under this Security Instrument shall not exceed the maximum amount permitted by such law.

(a) Borrower's signature on this Security Instrument and (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 the terms of this Security Instrument.

This security instrument shall benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17. It does not cover the debts or obligations of Lender, only those of Borrower, who has agreed to pay the same.

by the original Borrower or by its successors in interest. Any forbearance by Lender in exercising any right of remedy shall not be a waiver of or preclude Lender from exercising such rights at any time thereafter.

members of Borroff's family, most notably his son, John, who became the first president of the New England Society of Friends. John's son, George, was a prominent abolitionist and served as a member of the Massachusetts State Legislature. The family also produced several other notable figures, including a number of Quaker ministers and a historian.

Postponement of the date of payment by more than 10 days will be subject to a surcharge of 2% per annum.

Under Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sum secured by this Security Instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower, fails to respond to Lender within 30 days after the date the notice is made, an award or settle a claim for damages, Borrower shall be liable to Lender for the amount of the property's value at the time of the sale.

The amount of proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the fair market value of the property, immediately before the taking. Any balance shall be paid to the borrower.

In the event of a total taking of the property, the proceeds shall be applied to the sums secured by the original mortgagee or otherwise agree in writing, the sums secured by this security instrument shall be reduced by the amount of the principal balance due.

any condominium, 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.

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.

If Lender requires more 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 requirements for the insurance are met.

5/23/86

IS A PART OF THE TRUST DEED OR MORTGAGE
UNDER TRUST NO. 111095

5 3 9 2 3

PROOF OF COPY

This mortgage or Trust Deed is the nature of a mortgage is executed by LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. 111095 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute the instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL BANK personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holder of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any.

Form XK0133

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Property of Cook County Clerk's Office

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COUNTY OF COOK

I, Kathy Pacana, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT James A. Clark Assistant Vice President of LA SALLE NATIONAL BANK, and William H. Dillon Assistant Secretary of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23rd day of June
A.D. 1988.

Kathy Pacana
Notary Public

My Commission Expires: 6-11-88

Form XX0135

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LAND TRUST RIDER TO THE MORTGAGE/DEED OF TRUST

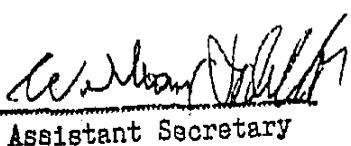
This Rider is dated JUNE 23, 1986 and is a part of and amends and supplements the Mortgage/Deed of Trust, ("Security Instrument") of the same date executed by the undersigned ("Trustee") to secure a Note of the same date to NORWEST MORTGAGE, INC. ("Note Holder"). The Security Instrument covers the property described in the Security Instrument and located at: 740 NORTH GROVE AVENUE
OAK PARK, ILLINOIS 60302.

The Trustee agrees that the Security Instrument is amended and supplemented to read as follows:

- A. The property covered by the Security Instrument (referred to as "Property" in the Security Instrument) includes, but is not limited to, the right of the trustee or of any beneficiary of the trust agreement executed by the trustee and covering the Property to manage, control or possess the Property or to receive the net proceeds from the rental, sale, hypothecation or other disposition thereof, whether such right is classified as real or personal property.
- B. The entire principal sum remaining unpaid together with accrued interest thereon shall, at the Note Holder's election and without notice, be immediately due and payable if all or any part of the Property or any right in the Property is sold or transferred without the Lender's prior written permission. Sale or transfer means the conveyance of the Property or any right, title or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract, assignment of beneficial interest in a land trust or any other method of conveyance of real or personal property interests.
- C. The Trustee warrants that it possesses full power and authority to execute this Security Instrument.
- D. This Security Instrument is executed by the Trustee, not personally but as Trustee in the exercise of the authority conferred upon it as Trustee under Trust No. 111095. The Trustee is not personally liable on the Note secured by this Security Instrument.

By signing this Rider, I agree to all of the above.

Attest:



Assistant Secretary

Trustee LA SALLE NATIONAL BANK, NOT PERSONALLY,
BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED
MAY 12, 1986 AND KNOWN AS TRUST #111095

86258323

