

TRUST DEED

UNOFFICIAL COPY

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LINE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made JUNE 6, 1991, between BURTON J. PETKUS AND SUZANNE

M. PETKUS, HIS WIFE, AS JOINT TENANTS herein referred to as "Grantors", and STEVE H. LEWIS, AKA

of DALLAS, TEXAS

herein referred to as "Trustee", witnesseth THAT, WHEREAS the Grantors have promised to pay to FOLI Consumer Finance Company, Inc.,

of the Loan Agreement hereinafter described, the principal amount of ONE HUNDRED FIFTY THOUSAND SEVEN

HUNDRED FORTY NINE AND 99/100 Dollars (\$150,749.99) together with interest thereon at the rate of (check applicable box):

[] Agreed Rate of Interest: % per year on the unpaid principal balances.

[X] Agreed Rate of Interest: This is a variable interest rate loan and the interest rate will increase or decrease with changes in the Prime Loan rate. The interest rate will be 4.25 percentage points above the Prime Loan Rate published in the Federal Reserve Board's Statistical Release H.15. The initial Prime Loan rate is 8.50%, which is the published rate as of the last business day of APRIL 30, 1991, therefore, the initial interest rate is 12.75% per year. The interest rate will increase or decrease with changes in the Prime Loan rate when the Prime loan rate, as of the last business day of the preceding month, has increased or decreased by at least 1/4th of a percentage point from the Prime loan rate on which the current interest rate is based. The interest rate cannot increase or decrease more than 2% in any year. In no event, however, will the interest rate ever be less than 10.75% per year nor more than 18.75% per year. The interest rate will not change before the First Payment Date.

Adjustments in the Agreed Rate of Interest shall be given effect by changing the dollar amounts of the remaining monthly payments in the month following the anniversary date of the loan and every 12 months thereafter so that the total amount due under said Loan Agreement will be paid by the last payment date of JUNE 11, 2006. GRANTORS waives the right to any interest rate increase after the last anniversary date prior to the last payment due date of the loan. LENDER

The Grantors promise to pay the said sum in the said Loan Agreement of even date herewith, made payable to the Beneficiary, and delivered in 180 consecutive monthly installments: 180 at \$ 1882.60, followed by 0 at \$ 0,

followed by 0 at \$ 0, with the first installment beginning on JULY 11, 1991 and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at IRVING, TX or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

NOW, HEREBY, the Grantors to secure the payment of the said obligation in accordance with the terms, conditions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Grantors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt of which is hereby acknowledged, do by these presents CITE, CONFIRM and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, title and interest therein, situate, to-wit: CITY OF WINNETKA, COUNTY OF COOK AND STATE OF ILLINOIS, to-wit:

THE NORTH 72 FEET OF LOTS 1, 2 AND # IN BLOCK 31 IN CHICAGO NORTH SHORE LAND COMPANY'S SUBDIVISION IN SECTIONS 17 AND 18, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

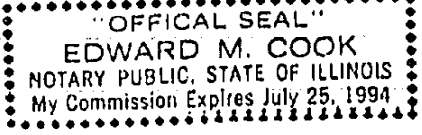
PIN #: 05-18-224-010 AKA: 920 GREENWOOD, WINNETKA, IL 60093

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DEPT-01 RECORDING \$13.29 #2222 TIRON 1892 06/07/91 15:15:00 #125 # B * - 91 - 275280 COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "premises" TOGETHER with improvements and fixtures now attached together with easements, rights, privileges, interests, rents and profits TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all claims and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Grantors do hereby expressly release and waive

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Grantors, their heirs, assigns and assigns. WITNESS the hand(s) and seal(s) of Grantors the day and year first above written.



Signatures of Suzanne M. Petkus and Burton J. Petkus

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I, THE UNDERSIGNED, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

BURTON J. PETKUS & SUZANNE M. PETKUS, HIS WIFE who ARE personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that THEY signed and delivered the said Instrument as THEIR (free and voluntary act) for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this SIXTH day of JUNE, A.D. 1991.

Signature of Edward M. Cook, Notary Public

This instrument was prepared by Lynette Chow 100 N. LaSalle Chicago, IL 60602

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