

TRUST DEED **UNOFFICIAL COPY** 4002863

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made OCTOBER 9TH, 19 91, between CHRIS MONTGOMERY AND BARBARA MONTGOMERY, HIS WIFE herein referred to as "Grantors"; and STEVE H. LEWIS,

A.V.P. of DALLAS, TEXAS herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to FORD CONSUMER FINANCE COMPANY, INC. One Mid-America Plaza, # 520, Oak Brook Terrace, IL 60181 hereinafter referred to as "Beneficiary", the legal holder of the Loan Agreement hereinafter described, the principal amount of TEN THOUSAND FIVE HUNDRED FIFTY-FIVE

AND 00/100 Dollars (\$ 10,555.00), together with interest thereon, at the rate of (check applicable box):

- Agreed Rate of Interest: 16.50 % per year on the unpaid principal balances.
- 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 \_\_\_\_\_ percentage points above the Bank Prime Loan Rate published in the Federal Reserve Board's Statistical Release R-15. The initial Bank Prime Loan rate is \_\_\_\_\_ % which is the published rate as of the last business day of \_\_\_\_\_; therefore, the initial interest rate is \_\_\_\_\_ % per year. The interest rate will increase or decrease with changes in the Bank Prime loan rate when the Bank Prime loan rate, as of the last business day of the preceding month, has increased or decreased by at least \_\_\_\_\_ of a percentage point from the Bank 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 \_\_\_\_\_ % per year nor more than \_\_\_\_\_ % 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 OCTOBER 15TH, 2001. Associates waives the right to any interest rate increase after the last anniversary date prior to the last payment due date of the loan. CM BX

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 120 consecutive monthly installments, 120 at \$ 180.11, followed by 0 at \$ 0.00, followed by 0 at \$ 0.00, with the first installment beginning on NOVEMBER 15TH, 19 91 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, TEXAS or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

NOW, THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the terms, provisions 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 CONVEY and WARRANT unto the Trustee, CITY OF CHICAGO

his successors and assigns, the following described Real Estate and all of their estate, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 15 IN BLOCK 9 IN LAWLER PARK SUBDIVISION IN THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A RESUB-DIVISION OF LOTS A, B, C, D AND G, IN THE SOUTH LOCKWOOD SUBDIVISION IN SAID SECTION 21, ACCORDING TO THE PLAT OF SAID LAWLER PARK SUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 1014942. AKA: 5147 W. 64TH PLACE, CHICAGO, ILLINOIS 60638. TAX#: 19-21-216-017.

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 rights 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, successors and assigns. WITNESS the hand(s) and seal(s) of Grantors the day and year first above written.

Chris Montgomery (SEAL) BARBARA MONTGOMERY (SEAL)

CHRIS MONTGOMERY (SEAL) BARBARA MONTGOMERY (SEAL)

"OFFICIAL SEAL"

EDWARD M. COOK (SEAL)

NOTARY PUBLIC, STATE OF ILLINOIS (SEAL)

My Commission Expires July 25, 1994

STATE OF ILLINOIS, County of COOK SS THE UNDERSIGNED, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT CHRIS MONTGOMERY AND BARBARA MONTGOMERY, HIS WIFE

who ARE personally known to me to be the same persons AS whose name ARE subscribed to the foregoing instrument, appeared before me this 9TH day of OCTOBER, 19 91 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 9TH day of OCTOBER, A.D. 19 91 Edward M. Cook Notary Public

This instrument was prepared by ANDREW J. FURMAN 415 N. LASALLE, STE 402 CHICAGO, IL 60610 (Name) (Address)

NOTE IDENTIFIED CO

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