

# UNOFFICIAL COPY

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1999-03-17 11:20:52

Cook County Recorder 27.00



99257095

## TRUST DEED

Recorder's Stamp

THIS INDENTURE WITNESSETH, That the Grantors, Niels P. Pedersen a/k/a Niels Peder Pedersen and wife Nancy J. Pedersen, a/k/a Nancy Jane Pedersen, as Joint Tenants

of the County of Cook, in the State of Illinois, in consideration of the sum of \*\*Forty thousand and no/100\*\* Dollars

in hand paid, Convey, and Warrant to HomeStar Bank, as Trustee of the County of Kankakee, in the State of Illinois, the following described real estate, to-wit:

Lots 7 and 8 in Block 20 in B. F. Jacob's Evergreen Park, being a Subdivision of the Southeast 1/4 of Section 2, Township 37 North, Range 13, East of the Third Principal Meridian, (EXCEPT the right of way of the Chicago Grand Trunk Railroad), in Cook County, Illinois.

VILLAGE OF EVERGREEN PARK  
EXEMPT  
REAL ESTATE TRANSFER TAX

PIN: 24-02-420-027

FOR RECORDER'S INDEX PURPOSES, INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE:

9316 S. Turner Ave., Evergreen Park, IL 60805

situated in the County of Cook in the State of Illinois, and all appurtenances belonging thereto, together with all of the rents, issues and profits arising therefrom, hereby releasing and waiving all right under and by virtue of the Homestead Exemption Laws of the State of Illinois, in trust, nevertheless, for the following purpose:

WHEREAS, the said Niels Peder Pedersen and Nancy Jane Pedersen is/are justly indebted upon a REVOLVING LINE OF CREDIT evidenced by the PowerLine Variable Interest Rate Agreement and Disclosure Statement (the "Agreement") and the PowerLine Variable Interest Rate Promissory Note (the "Note"), bearing even date herewith in the principal sum of U.S. \$ \*\*40,000.00\*\*, or so much thereof as may be advanced and outstanding, with interest thereon, payable to the order of HomeStar Bank.

THIS TRUST DEED IS SUBORDINATE AND INFERIOR TO THE LIEN OF THAT CERTAIN MORTGAGE OR TRUST DEED MADE BY MORTGAGORS TO n/a

DATED \_\_\_\_\_ AND RECORDED AS DOCUMENT NUMBER \_\_\_\_\_ ON \_\_\_\_\_

54  
5-#  
P-4  
N-N  
M-N

1. REVOLVING CREDIT LOAN This Trust Deed is given to secure a revolving line of credit, and shall secure not only presently existing indebtedness under the Agreement and Note but also future advances, whether such advances are obligatory or to be made at the time of execution of the Trust Deed or, otherwise, as are made within fifteen (15) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Trust Deed, although there may be no advances made at the time of execution of this Trust Deed and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Trust Deed shall be valid as to all indebtedness secured hereby, including future advances from the time of its filing for record in the recorder's or registrar's office of the county in which the premises is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Holder may make under this Trust Deed, the Agreement, the Note, or any other document with respect thereto) at any one time outstanding, including any future advances, shall not exceed \*\*Forty thousand and no/100\*\*\*\*\* Dollars, plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the premises and interest on such disbursements, (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Trust Deed shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the premises, to the extent of the maximum amount secured hereby.

2. Grantor(s) acknowledge that the Note calls for a variable interest rate. In this regard, the note provision set forth verbatim below relates to the variable interest rate.

The first two paragraphs of paragraph 3 of the Note, entitled "INTEREST (VARIABLE RATE)" provide as follows:

"The annual interest rate applied to the outstanding principal balance on this Note is equal to the Prime Rate plus one (1) percentage point. The term "Prime Rate" as used herein shall mean at any time the Prime Rate (or such substitute term as is from time to time commonly referred to as the Prime Rate) as published in the Money Rates section of The Wall Street Journal (or any successor publication). In the event more than one Prime Rate is published on any given date, as referred to above, the highest of those published rates shall be deemed to be the Prime Rate for the purposes of computing interest. The current Powerline annual interest rate is 9.50%. This rate may be changed quarterly on the first day of January, April, July and October (the "change dates"). The rate will be reviewed quarterly on the first day of December, March, June and September and if the Prime Rate as published in The Wall Street Journal is different from what it was on the day of the previous review, the rate will be changed on the

next change day. The interest rate will never be higher than 9.50 percentage points above the initial rate of 9.50% Page 3 of 4

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Now, if default be made in the payment of said Note or the interest thereon, or any part thereof, according to the terms of said Note, or in case of waste, nonpayment of taxes, special taxes or assessments or insurance premiums or assessments on said premises, then in such case, the whole of said principal sum and interest secured by said Note shall thereupon, at the option of the legal holder, or holders, become immediately due and payable and this Trust Deed may then be foreclosed and out of the proceeds of any foreclosure sale there shall be paid first, the cost of said suit, including reasonable attorneys' fees and all monies advanced for abstracts of title, title searches and examinations, guarantee title policies and similar data and assurances with respect to title, photostats, master fees and reporting expense, insurance, taxes, special assessments or other liens with interest thereon at 15.50% per annum, they to ~~pay the principal of said note with interest, rendering the overplus, if any to the Grantor or his or their assigns.~~

Upon the filing of any bill to foreclose this Trust Deed, the Court may, on application, without notice to the Grantor or subsequent Grantees, and without bond being required of the applicant, appoint a Receiver to collect rents, issues and profits during the pendency of said suit and until the redemption period has expired and apply the same under the direction of said Court to the extinguishment of taxes, special taxes or assessments, attorneys' fees, debt, interest, cost and expenses incurred in said foreclosure suit.

The Grantor(s) agree(s) to keep the buildings on said premises insured for their full insurable value against loss or damage by fire, lightning, windstorms, cyclones and tornadoes and that the policies shall be assigned to Grantee for the benefit of the holder of said Note.

When the obligations of Grantor(s) under this Trust Deed are fully paid and discharged, the Grantee shall reconvey said premises to Grantor(s) upon receiving his reasonable charges therefor. And in case of the death, resignation, removal from said County of Kankakee, or ~~inability to act, of said Grantee, then the Recorder of Deeds of said County is hereby~~ appointed successor in trust with the same power and authority as is hereby vested in said Grantee.

Any transfer of legal or equitable title in real estate covered by this Trust Deed or of any part of said real estate shall give grantee the right to declare all indebtedness secured by this Grantee immediately due and payable. Failure of Grantee to exercise this right of acceleration shall not constitute a waiver of future transfers.

It is also agreed that the Grantor(s) shall pay all costs and attorneys' fees incurred by the Grantee, or the holder of said Note in any suit in which either of them may be plaintiff or defendant by reason of being a part to this Trust Deed or a holder of said Note.

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Witness the hand and seal of said Grantor(s) this 26th day of October, 1998,

Niels Peder Pedersen (SEAL)  
Niels Peder Pedersen

Nancy Jane Pedersen (SEAL)  
Nancy Jane Pedersen

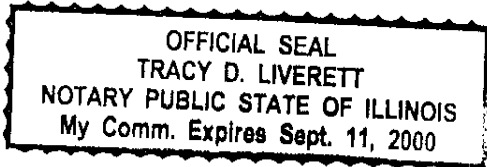
\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF ~~KANKAKEE~~ )  
Will

I, the undersigned, a Notary Public in and for said County in the State of Illinois do hereby certify that Niels Peder Pedersen and Nancy Jane Pedersen, personally known to me to be the same person(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and Notarial Seal, this 26th day of October, 1998,



Tracy D. Liverett  
Notary Public

**IMPORTANT**

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY HOMESTAR BANK, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

HOMESTAR BANK  
TRUSTEE

BY: Steven E. Lawrence  
TITLE: Steven E. Lawrence  
Asst. Vice President

Prepared by/Return to:

HomeStar Bank  
303 Section Line Road  
Manteno, Illinois 60950