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THIS DOCUMENT PREPARED BY:  
MAIL TO:

Joel Goldman, Esq.  
5105 Tollview Dr., #199  
Rolling Meadows, IL 60008

② HE 23007354 CMC



0317011248

Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 06/19/2003 11:57 AM Pg: 1 of 4

Property of Cook County Clerk's Office

**TRUST DEED SECOND MORTGAGE (ILLINOIS)**

THIS INDENTURE WITNESSETH, on the 1st day of May, 2003 that PHILIP A. ZAROB and BARBARA J. ZAROB, husband and wife (hereinafter called the Grantor), of Palatine, IL for and in consideration of the sum of FIFTY THOUSAND and No/100ths (\$50,000.00) Dollars in hand paid, CONVEY(S) AND WARRANT(S) to PREMIER CREDIT UNION, an Illinois corporation incorporated under the Illinois Credit Union Act, 1212 W. Northwest Hwy., Palatine, Illinois, as Trustee, and to its successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to-wit:

LOT 5 IN BLOCK 62 IN WINSTON PARK NORTHWEST UNIT FOUR, A SUBDIVISION IN SECTIONS 12 AND 13, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

P.I.N.: 02-12-302-005-0000

Address of premises: 902 East Cooper, Palatine, IL 60074

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, the Grantor is justly indebted upon a principal Installment Note (CLOSED END DISCLOSURE STATEMENT) bearing even date herewith, payable to PREMIER CREDIT UNION in the principal amount of \$50,000.00, payable in 120 monthly installments of \$538.59, bearing interest at the rate of 5.250% per annum, as per the tenor of the said Installment Note.

*Q.V.*

**BOX 333-CTI**

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complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of said premises.

NOTWITHSTANDING anything to the contrary contained herein, the Grantor does further covenant and agree that it will not transfer, or cause to be transferred, or suffer an involuntary transfer of any interest, whether equitable or legal, and whether possessory or otherwise, in the mortgaged premises to any third party, including, but not limited to, conveyance by deed, or assignment of beneficial interest, or Articles of Agreement for Deed, or Installment contract for Deed, so long as the debt secured hereby subsists, and further, that in the event of any such transfer by the Grantor, the Trustee may, in its sole discretion, and without notice to the Grantor, declare the whole of the debt hereby secured immediately due and payable, and may avail itself of all rights and remedies, without necessity of election, provided to Trustee under this certain Trust Deed.

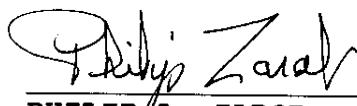
IN THE EVENT Grantor's First Mortgage is released of record and the Note securing it shall be paid in full while the instant Trust Deed subsists, the Grantor shall give immediate notice of same to Trustee and shall establish a pledge account with Trustee equal to the annual general real estate taxes assessed on the mortgaged premises. This shall be an "escrow-like arrangement" pursuant to the Illinois Mortgage Escrow Account Act, 765 ILCS 910/1, et seq.

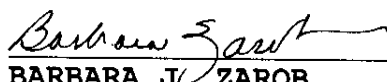
The name of a record owner is: **PHILIP A. ZAROB and BARBARA J. ZAROB**

IN THE EVENT of the removal from said Cook County of the grantee, or of its resignation, refusal or failure to act, then CHICAGO TITLE & TRUST COMPANY of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fails or refuses to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to a first mortgage.

Witness the hand(s) and seal(s) of the Grantor on **May 1, 2003.**

  
 \_\_\_\_\_ (seal)  
**PHILIP A. ZAROB**

  
 \_\_\_\_\_ (seal)  
**BARBARA J. ZAROB**

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\*\*\*\*\*  
 \* REQUEST FOR NOTICE OF DEFAULT \*  
 \* AND FORECLOSURE UNDER SUPERIOR \*  
 \* MORTGAGES OR TRUST DEEDS \*  
 \*\*\*\*\*

Grantor and Trustee request the holder of any mortgage, trust deed or other encumbrance with a lien which has priority over the Trust Deed to give notice to the Trustee, at Trustee's address set forth on page one of this Trust Deed of any default under the superior encumbrance and of any sale or other foreclosure action.

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

I, Sarah Beth Lellman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **PHILIP A. ZAROB and BARBARA J. ZAROB, husband and wife**, 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, 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 official seal on **May 1, 2003**.

Sarah Beth Lellman  
 Notary Public

(SEAL)



Identification No. **3845**

PREMIER CREDIT UNION, Trustee

By: \_\_\_\_\_

[Signature]