

# UNOFFICIAL COPY

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96 NOV 27 AM 11:04

AFTER RECORDING MAIL TO:  
Glenview State Bank

800 Waukegan Road  
Glenview, IL 60025

LN# 3033482

COOK COUNTY  
RECORDER  
JESSE WHITE  
ROLLING MEADOWS

RECORDING 41.00  
MAIL 0.50  
H 96902291

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 21, 1996. The mortgagor is Thomas R. Fox, a single person never been married

("Borrower"). This Security Instrument is given to Glenview State Bank

existing under the laws of the State of Illinois  
800 Waukegan Road, Glenview, IL 60025

, which is organized and  
, and whose address is

("Lender"). Borrower owes Lender the principal sum of One Hundred Eleven Thousand Dollars  
and no/100 Dollars

(U.S. \$111,000.00). This debt is evidenced by Borrower's note dated the same date as this  
Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due  
and payable on December 1, 2001. This Security Instrument secures to Lender: (a) the  
repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications  
of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the  
security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements  
under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and  
convey to Lender the following described property located in Cook  
County, Illinois:

\*\*\* SEE ATTACHED LEGAL DESCRIPTION \*\*\*

which has the address of  
Illinois 60025  
[ZIP CODE]

1832 Prairie  
[STREET]  
("Property Address");

Glenview  
[CITY]

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41.50  
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ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT FORM 3014-9/90

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If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender exceeds the amounts permitted to be held by applicable law, Lender shall make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall pay the Escrow items when due, Lender shall make up the deficiency, Borrower shall pay the Escrow items when due, and, in no more than twelve monthly payments, Lender's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instruments, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Escrow fees and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an immediate real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree to, without incurring any expense, transfer any interest in the Funds to another party at any time.

Interest shall be paid on the Funds, showing credits and debits to the Funds and the purpose for which each debt is accounted for the Funds, and debits to the Funds for all sums secured by this security instrument.

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") for (a) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of a payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future Escrow items or otherwise in accordance with applicable law.

1. Payable in full or principal and interest, repayments and late charges due under the Note.

UNIFORM LEVYENANT'S, BORROWER AND LENDER COVENANT AND AGREEMENT AS FOLLOWS:

**THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real**

SOURCE: U.S. DEPARTMENT OF JUSTICE, BUREAU OF LAND MANAGEMENT  
RIGHTS-OF-WAY DIVISION, RECORDS OF THE BUREAU OF LAND MANAGEMENT

**PROPERTY COVENANTS** shall Borrower is lawfully seized of the estate hereby conveyed and has the  
also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as  
appurtenances, and fixtures now or hereafter a part of the property. All encroachments and additions shall  
be covered by this Security Instrument. All of the fixtures referred to in the property, and all easements,  
joins herewith all the improvements now or hereafter erected on the premises, and all fixtures,  
the "Property".

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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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**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 (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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 any 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 21 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.

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9. Inspection. Lender or its agent may make reasonable entries upon and inspectors of the property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Borrower and Lender or applicable law, between Borrower and Lender, until the requirement for mortgage insurance ends in accordance with any written agreement provided by an insurer approved by Lender again becomes available and is obtained, Lender required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period) that covers payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may not longer be Borrower when the insurance coverage is ceased to be in effect. Lender will accept, us, and retain Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium paid by Lender, if subserviently equitably mortgagor is not user approved by Borrower of the mortgage insurance previously in effect, from an alternate mortgagor, to the cost to equilateral to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to ceases to be in effect, if, for any reason, the mortgage insurance coverage required by Lender lapses or insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage interest, upon notice from Lender to Borrower requesting payment.

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 rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Under this paragraph 7, Lender does not have to do to reasonable attorney fees and entitle to make repairs. Although Lender may take action to protect the value of the Property and Lender's rights in the Property, Lender may do and pay for whatever is necessary to foreclose or to enforce laws or regulations). Then Lender may do and pay for whatever is necessary to Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's interests in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or Lender is in an evidenced by the Note, including, but not limited to, representations concerning material also be, in default if Borrower, during the loan application process, gave materially false or inaccurate information, or failed to provide Lender with any material information, or failed to provide Lender's good faith determination, proceeding to the action or proceeding of the Borrower's interest in the Property or other Lender's good faith determination, proceeding to the action or proceeding to be dismissed with a ruling that a Securitization instrument or Lender's security interest. Borrower may impair the Lender's interest if any foreclosure action or proceeding, whether civil or criminal, is begun that in Lender's good faith default if any foreclosure of the Property, or otherwise interfere with the Lender's interest in the Property, allow the Property to deteriorate, or commit waste on the Property, Borrower shall be in circumstances exist which are beyond Borrower's control, Borrower shall not destroy, damage or impair otherwise agrees in writing, which comes shall not be unreasonable withheld, or unless excusing property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Application; Leasesholds, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan application; Leasesholds, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the circumstances exist which are beyond Borrower's control, Borrower shall not destroy, damage or impair property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which comes shall not be unreasonable withheld, or unless excusing property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender residence within sixty days after the execution of this Security Instrument and shall continue to occupy the

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Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that 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, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input checked="" type="checkbox"/> Condominium Rider   | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]      |   |   |

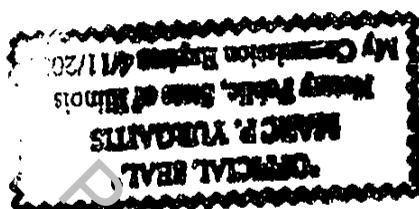
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FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

IS/CMDTII//0894/3014(0990)-L PAGE 8 OF 8



This instrument was prepared by: Ginny Boss  
Address: 800 Waukegan Road  
Glenview, IL 60025

My commission expires:

Notary Public

Given under my hand and official seal, this 21 day of November, 1999.

I, Thomas R. Fox, Notary Public in and for said county and state do hereby certify that  
I personally known to me to be the same person(s), whose name(s) He Shie subscribed to the foregoing  
instrument, appeared before me this day in person, and acknowledged that He Shie signed and  
delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein  
set forth.

I, Thomas R. Fox, Notary Public in and for said county and state do hereby certify that  
I, Thomas R. Fox, Notary Public in and for said county and state do hereby certify that  
STATE OF Illinois County of Cook  
[Type Below This Line For Acknowledgment]

BORROWER  
(SEAL)

BORROWER  
(SEAL)

BORROWER  
(SEAL)

Thomas R. Fox  
(SEAL)

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1  
through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

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**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation 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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (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, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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20. **Hazardous Substances**, Borrower shall not cause or permit the presence, use, disposition, storage or release of any Hazardous Substances on or in the property. Borrower shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any Environmental Law. The preceding sentence shall not apply to the presence, use, or storage on the property of small quantities of Hazardous substances that shall not affect the property or violate any environmental law.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments. The Note and this Security Instrument may be one or more changes of the Loan Servicer. The sale may result in a change in the security instrument. There also may be one or more changes of the Loan Servicer. If there is a change of the Loan Servicer, Borrower will be given written notice and this Security Instrument will be addressed to the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

18. Borrower's Right to Remit. If the trustee were to remit certain fees or amounts due under this Security instrument to have enforced at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for remittances), (b) before sale of the property pursuant to any power of sale contained in this Security instrument, or (c) entry of a judgment against the security instrument. Those conditions are that: (1) pays Lender all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; (2) cures any default of any other covenants or agreements; (3) pays all expenses incurred in enforcing this Security instrument, and (4) reimburses Lender for reasonable attorney fees.

If Leender exercises this option, Leender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Leender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this instrument.

16. **Non-Owner's Copy.** Borrower shall be given one conformed copy of this Note and of this Security instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Note contradicts with applicable law, such conflict shall not affect other provisions of this Note or the Note's instrument or the Note itself. To the extent Note's instrument and the Note are severable, and the provisions of this Security Instrument and the Note are severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it by first class mail unless applicable law requires use of another method. The notice shall be directed to the property address of Borrower or to any other address by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address by notice to Lender. Any notice to Borrower or Lender shall be given by first class mail to Borrower or Lender. Any notice addressed to Lender shall be given by notice to Borrower. Any notice provided for in this instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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unit 1832 in prairie street townhomes condominium as delineated on a survey of the following described parcel of real estate: lot 1 in prairie street subdivision, being a resubdivision in the south 1/2 of the northwest 1/4 of section 35, township 42 north, range 12, east of the third principal meridian in the village of glenview, cook county illinois, which survey is attached as exhibit "A" to the declaration of condominium made by prairie street townhomes limited partnership, an illinois limited partnership, and recorded in the office of the recorder of deeds in cook county, illinois as document number 89104786, together with an undivided percentage interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said declaration and survey) as may be amended from time to time.

Pin: 04-35-114-017-1001

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Property of Cook County Clerk's Office

100-1000

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AP#

LN# 3033482

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 21st day of November, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Glenview State Bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1832 Prairie, Glenview, IL 60025

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

Prairie Street Townhomes Condominium

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

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MULTISTATE CONDOMINIUM RIDEER-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT  
IS/C/CRID\*\*//0195/3140(0990)-L Page 2 of 2 Form 3140 9/90, Revised 8/91

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-Borrower  
(Seal)  
\_\_\_\_\_  
-Borrower  
(Seal)  
\_\_\_\_\_  
-Borrower  
(Seal)  
\_\_\_\_\_  
-Borrower  
(Seal)  
\_\_\_\_\_  
Thomas R. Fox  
\_\_\_\_\_  
Theresa F. Fox

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this Condominium Rider.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may file suit. Any amounts disbursed by Lender under this Paragraph F shall become additional payment, with interest, upon notice from Lender to Borrower requesting payment.

Debt of Borrower secured by the 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.

Association, or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

(iii) termination of professional management and assumption of self-management of the Owners Association, or (v) any amendment to any provision of the Constitution Documents if the provision is for the express benefit of Lender;

(i) the abandonment or termination of the condominium Project, except for abandonment or taking by condemnation or eminent domain;

(ii) the abandonment or termination of the case of substantial destruction by fire or other casualty or in the case of a termination required by law in the case of substantial destruction by fire or other casualty or in the case of a prior written consent, either partition or subdivision the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

LN# 3038482

AP#