

# UNOFFICIAL COPY 8834667

102270030 04 001 Page 1 of 11  
**1998-09-18 09:27:04**  
Cook County Recorder 41.00

## AFTER RECORDING MAIL TO:

Glenview State Bank

800 Waukegan Road  
Glenview, IL 60025

LN# 3043370

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 11, 1998. The mortgagor is Roberto A. Espinosa and Stephanie Espinosa, Husband and Wife

("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

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

(U.S. \$ 100,000.00). 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 October 1, 2008. 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 Rider attached hereto and made a part hereof.

04-21-211-001-1025

which has the address of

3009 Lexington Lane  
(STREET)

GLENVIEW  
(CITY)

Illinois

60025

("Property Address");

(ZIP CODE)

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT  
ISC/CMDTIL/0894/3014(0990)-1

PAGE 1 OF 8

FORM 3014 9/90

1906502 1025

CENTENNIAL TITLE INCORPORATED

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ISC/CMDTIL/0894/3014(0990)-L

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 amount due, Lender shall make up the deficiency to Borrower in writing. And, in such case Borrower shall pay to Lender the amount due, Lender shall make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments at Lender's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a Federal agency, instrumentality, 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 Borrower for holding and applying the Funds, annuallyanalyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applieslicable 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 Lender to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual account listing credits and debits to the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this security.

**11. Payment of principal and interest, prepayment and late charges due under the Note.**

THIS SECURITIZED INSTRUMENT CONSTITUTES A SECURITY COVENANT, WHICH COVERS THE PROPERTY WITH LIMITED VARIATIONS BY JURISDICTION TO CONSTITUTE A UNIFORM SECURITY INTERMENT COVERING REAL PROPERTY AND LENDER COVENANTS. BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

**BORROWER COVENANTS** that Borrower is lawfully entitled of the estate hereby conveyed and has the right to morgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all fixtures, appurtenances, and furniture now or hereafter a part of the property. All replacements and additions shall also be covered by this security instrument. All of the foregoing is referred to in this Security instrument as "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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**8. Mortgage Insurance.** If Lender or Borrower shall pay the premium required to maintain the mortgage secured by this Security Instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to obtain coverage substitutively equivalent to the mortgage previously in effect, from an alternate company whose insurer approved by the Lender, if subsatisfactorily equivalent insurance coverage is not available. Borrower shall pay to Lender the amount of the premium paid by Borrower to the previous insurer plus interest at the rate of one-twelfth of the yearly mortgage insurance premium being paid by Lender each month as a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Lender for each month in which the insurance coverage lapsed or ceased to be in effect. Lender will accept payment of the amount due and retain the same as a loss reserve in lieu of mortgage insurance. Loss reserve payments may be longer than required, at the option of Lender, if it is payable insurance coverage (in the amount and period of time required by Lender) provided by an insurer acceptable and is retained between Borrower and Lender under the applicable law.

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

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect this Security Instrument, or there is a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws of regulations, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender may exercise any sums secured by a lien which has priority over this Security Instrument, applying reasonable attorney fees and costs and expenses of collection to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower accrued by this Security Instrument. Unless Borrower agrees to other terms of payment, these amounts shall bear interest from the date of disbursement until the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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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 paragraph 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; Cosigners.** 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, disposal, 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 two paragraphs shall not apply to the presence, use, or storage of small quantities of Hazardous substances that are used in the ordinary course of business in accordance with applicable law.

19. **Sale of Note; Change of Lessor 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 "Lessor Servicer") that collects monthly payments under the Note and this Security Instrument. There also may be one or more changes of the Lessor Servicer in a sale of the Note or the instrument. Notice of the change in the Lessor Servicer will be given to Borrower and the Note or the instrument will be recorded in the office of the Lessor Servicer.

20. **Change of Lessor Servicer.** The name and address of the new Lessor Servicer and the address to which payments should be made. The notice of the change in the Lessor Servicer will be given to Borrower and the Note or the instrument will be recorded in the office of the new Lessor 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 Reclaim. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Interest if it continues to any time prior to the earlier of: (a) 5 days (or such other period as applicable law may permit) for reclamation; or (b) entry of a judgment compelling payment to any power of sale contained in this Security Interest; or (c) entry of a judgment compelling this Security Interest. Those conditions are that Security Interest had occurred; (d) cure a any default of this Security Interest and the Note as if no acceleration had occurred; (e) pay a lender all sums which when added together exceed the principal amount and interest due under this Security Interest and the Note as if no acceleration had occurred; (f) pay a lender all sums which when added together exceed the principal amount and interest due under this Security Interest and the Note as if no acceleration had occurred.

17. Transfers of the Property or a Beneficial Interest in Borrower, if all or any part of the property of Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and any interest in it is sold or transferred) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums accrued 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 Security Instrument.

18. Lender exercises this option, Lender 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, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

13. **Covering 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 of this Note contradicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note. Such conflict shall not affect the confidentiality provisions of this Security Instrument or the Note. In the event that any provision of this Note contradicts with applicable law, such conflict shall not affect the Note and the Borrower shall be given one conformable copy of the Note and of this Security Instrument.

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

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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 boxes]

- |  |   |   |
|--|---|---|
| <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-FMIA/FHMG UNIFORM INSTRUMENT**

ISG/CMDT11/0894/3014(0990)-L

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JENVIEW, II 6025

**Address:** 800 Mauna Kea Road

This instrument was prepared by: **Ginny Ross**

#### **My commission express:**

Given under my hand and official seal, this

personally known to me to be the same person(s). I have read the foregoing instrument, apprised hereto before me this day in person, and acknowledge that they sign and deliver the said instrument as their free and voluntary act, for the uses and purposes therin

STATE OF *Illinois* *Illinois*  
County of *Clarendon*

BORN POWER  
(SEAL)

BROWNS  
(SEAL)

**BORROWER**  
**(SEAL)**

**BORROWER** **(SEAL)** **ESD/NOVA** **AMERICAN** **GUARANTOR**

BY SIGNING BELOW, BARRISTER ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS 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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## PARCEL I:

UNIT 3-10-L-41 IN PRINCETON CLUB TOWNE VILLAS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

CERTAIN LOTS IN PRINCETON CLUB TOWNE VILLAS RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 1 IN THE PRINCETON CLUB, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THAT DECLARATION OF CONDOMINIUM RECORDED MAY 3, 1994 AS DOCUMENT NUMBER 94-394,380, TOGETHER WITH ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

## PARCEL II:

NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL I FOR INGRESS AND EGRESS BY PEDESTRIAN AND VEHICULAR, NON-COMMERCIAL TRAFFIC AS CREATED, LIMITED AND DEFINED IN DECLARATION AND GRANT OF EASEMENT RECORDED MARCH 25, 1993 AS DOCUMENT NUMBER 93-224,271 OVER, UPON AND ALONG THE ROADS AND STREETS CONSTRUCTED UPON THE CONDOMINIUM PARCEL (AS DESCRIBED AT EXHIBIT B AND DEFINED THEREIN).

## PARCEL III:

NON-EXCLUSIVE EASEMENT AS CREATED, LIMITED AND DEFINED BY THAT CERTAIN DECLARATION OF CONDOMINIUM FOR THE PRINCETON CLUB CONDOMINIUM RECORDED JUNE 4, 1991 AS DOCUMENT NUMBER 91-267,713 FOR THE PURPOSE OF ACCESS AND INGRESS TO, AND EGRESS FROM, AND THE USE, BENEFIT AND ENJOYMENT OF THE RECREATIONAL FACILITIES (BEING A PORTION OF THE COMMON ELEMENTS OF SAID CONDOMINIUM AS DEFINED AND DESCRIBED IN SAID DECLARATION).

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 11th day of September, 1998, 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:

3009 Lexington Lane 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  
Princeton Club Towne At The 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 Document. 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 RIDER-SIMPLY-FAMILY-FHMA/FHMC UNIFORM INSTRUMENT  
ISCC/RID#//0195/31400990).L Page 2 of 2 Form 3140 9/90, Revised 8/91

98834667

Borrower \_\_\_\_\_  
(Seal)

Borrower \_\_\_\_\_  
(Seal)

Borrower \_\_\_\_\_  
(Seal)

Renter to A. Espinoza \_\_\_\_\_  
(Seal)

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

If, Remedies. If Borrower does not pay condominium dues and assessments when due, then maintained by the Owner's Association unacceptable to Lender.

(iv) any action which would have the effect of rendering the public liability insurance coverage

Association, or (iii) termination of professional management and assumption of self-management of the Owner

expenses benefit of Lender;

(ii) any amendment to any provision of the Condominium Document if the provision is for the

lacking by condominium or eminent domain;

(i) the abandonment or termination of the Condominium Project, except for abandonment or

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

LN# 3043370

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