

UNOFFICIAL COPY

08919623
2007/014 01 001 Page 1 of 11
1998-10-14 09:21:00
Cook County Recorder 41.00



98919623

AFTER RECORDING MAIL TO:

Glenview State Bank

800 Waukegan Road
Glenview, IL 60025

LN# 3042837

[Space Above This Line For Recording Data]

0801906397

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 2, 1998 . The mortgagor is G.R.Goslin, as Trustee of The G.R. Goslin Trust #203 under Trust Agreement dated September 12, 1997 G.R.G.

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

existing under the laws of the State of Illinois , which is organized and
800 Waukegan Road, Glenview, IL 60025 , and whose address is

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

(U.S. \$ 94,000.00). 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 November 1, 2005 . 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

10-30-201-031-1015

BOX
343

CENTENNIAL TITLE INCORPORATED

which has the address of

7871 N. Caldwell
[STREET]

Niles
[CITY]

Illinois 60714
[ZIP CODE]

("Property Address"):

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FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ISCS/CMDTIL//0894-3014(0990)-1 PAGE 2 OF 8

If the Funds held by Lennder exceed the amounts permitted to be held by applicable law, Lennder shall account to Borrower for the excess Funds in accordance with the requirements of supplemental agreements held by Lennder for the sole discretion.

The Funds shall be held in an institution whose possibilities are measured by a general agency. Instruments of entity including Lender, if Lender is such as institution or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items, Lender may not charge Escrow fees, unless and applying the Funds, annually analyzing the escrow account, c. 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 independent 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 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 it a power, which each annual accounting of the Funds, showing credits and debits to the Funds and the purpose for all sums secured by this instrument.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, a sum ("Funds") less than or equal to the day monthly payments which may alias security shall pay to Lender on the day monthly payments due under the Note, until the Note is paid in full, a sum ("Funds") less than or equal to the day monthly payments which may alias security for property insurance premiums; (b) yearly liability insurance premiums, if any; and (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraphs 8, in lieu of the 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 residential mortgage loan may require for Borrower's escrow account under the federal Residential Settlement Act of 1974 as amended from time to time. 12 U.S.C. § 2601 et seq. ("RESPA"). Procedures under the law that applies to the Funds sets a lesser amount, if so, under 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 expenses of future Escrow items or otherwise in accordance with applicable law.

pay when due, the principal of and interest on the debt; evidenced by the Note and any prepayment charges due under the Note.

ИСАЮХОВ СТР 221-222 ДИКИЙ КОМПЛЕКС ИЗ АНДИНАСТАДИИ КИНО УКР

THIS SECURITY INSURANCE COMBINES UNIFORM COVERAGE FOR NATIONAL USE AND DOMESTIC PREMIUMS WITH LIMITED VARIATIONS BY JURISDICTION TO CONSTITUTE A UNIFORM SECURITY INSTRUMENT COVERING REAL PROPERTY.

NON-OWNER GUARANTY AND BORROWER'S UNENCUMBRANCE AGREEMENT This Agreement is made and entered into as of the _____ day of _____, 20_____, by and between _____, hereinafter referred to as "Borrower", and _____, hereinafter referred to as "Non-owner".

TOP SECRET **THIS** **WILL** **HOLD** **ALL** **THE** **INFORMATION** **YOU** **NEED** **TO** **INTERVIEW** **ELIZABETH** **OR** **ANYONE** **ELSE** **IN** **THE** **US**.

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LN# 3042837

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

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

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance. Lender may require that Borrower shall pay the premiums required to maintain the mortgage insurance until the premium period ends in accordance with any written agreement between Borrower and Lender or applicable law.

Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirements for mortgage insurance ends in accordance with any written agreement between Borrower and Lender, provided by Lender agrees available and is obtained, under regulations, provided by the appropriate agency becomes available and is obtained, required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required when the insurance coverage lapsed or ceased to be in effect. Lender, except, use and retain each month a sum equal to one-twelfth of the early mortgage insurance premium paid by Lender. If subsequently equivalent insurance coverage is not available, Borrower shall pay to Lender or the mortgage insurance previously in effect, from an alternative insurance company to the cost to equilateral to the mortgage insurance previously in effect, at a cost not than half subsimilalry ceases to be in effect. Borrower shall pay the premiums required to obtain coverage subsimilalry ceases to be in effect. For any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Lender may require that Borrower shall pay the premiums required to maintain the mortgage insurance in effect, or to provide a loss reserve, until the premium period ends in accordance with any written agreement between Borrower and Lender or applicable law.

Any amounts disburseable by Lender under this paragraph shall become additional debt of Borrower upon notice from Lender to Borrower requesting payment.

7. Protection of User's Rights in the Property. If Bottower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property, such as a proceeding involving bankruptcy, probate, for condemnation or forfeiture or to enforce laws (or regulations), then Lender may do and pay for whatever is necessary to protect his/her interest in the Property. Lender's rights in the Property are not limited to any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying any sums due and entering upon the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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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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FORM 3014 9/90

LILLINOS-SINGLE FAMILY-FMMA/FHMG UNIFORM INSTRUMENTS-[ISCS/CMDTIL/0894/3014\(0990\)-1](http://0894/3014(0990)-1) PAGE 6 OF 8

20. Hazardous Substances. Bottower shall not cause or permit the presence, use, storage or handling of any Hazardous Substances on or in the Property. Bottower shall not do, nor allow anyone else to do, anything affecting the Property that violates any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage of small quantities of Hazardous substances which do not pose a significant threat to health or safety.

19. Sale of Note; Change of Note; Change of Loan Servicer. The Note or a partial interest in the Note (logistics with this Security instrument) may be sold once 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 due under the Note and this Security instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with Paragraph 14 above and applicable law. The notice will state the name and address of 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.

15. **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 or clause of this Security Instrument or the Note contraries with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one confirmed 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 delivery in or by mailing it to first class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietary Address of any other Borrower designees by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Lender which is given to Borrower or Lender or Lender's agent.

UNIT TWO IN HUMBLEY PARK CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED LAND, TO FOLLOWS:

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ALL THAT PART OF THE NORTH 651.42 FEET OF THE NORTH EAST 1/4 OF SECTION 39, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EASTERLY OF THE EASTERNLY LINE OF CALDWELL AVENUE, AND SOUTHEASTERLY OF THE LOW WATER LINE ALONG THE SOUTHEASTERLY BANK OF THE NORTH BRANCH OF THE CHICAGO RIVER LYING WEST OF A LINE DRAWN SOUTH OF

EIGHT ANGLES TO THE NORTH LINE OF SAID NORTH EAST 1/4 OF SECTION 39, FROM A POINT IN THE NORTH LINE OF SAID NORTH EAST 1/4 OF SECTION 39, WHICH IS 198.49 FEET WEST OF THE NORTH EAST CORNER OF SAID SECTION 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE WEST ON A LINE PARALLEL TO AND 651.42 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 39, A DISTANCE OF 399 FEET TO THE INTERSECTION WITH THE EASTERNLY LINE OF CALDWELL AVENUE; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE EASTERNLY LINE OF CALDWELL AVENUE, A DISTANCE 399 FEET, THENCE NORTHEASTERLY A DISTANCE OF 67.13 FEET TO THE INTERSECTION WITH A LINE LEAN PARALLEL TO AND 356.72 FEET SOUTH (MEASURED AT EIGHT ANGLES) FROM THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 39; THENCE EAST ALONG A LINE PARALLEL TO AND 356.72 FEET SOUTH OF THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 39, A DISTANCE OF 312.87 FEET TO THE EAST LINE OF THE ABOVE DESCRIBED TRACT; THENCE SOUTH ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 294.79 FEET TO THE POINT OF BEGINNING, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT #4426719, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

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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 recording costs.

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

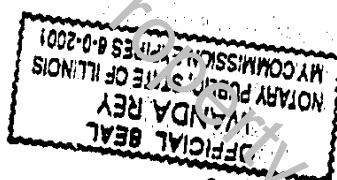
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument 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-FINMA/THLMC UNIFORM INSTRUMENT
ISCS/CMDTIL//0894/3014(0990)-L PAGE 8 OF 8

This instrument was prepared by: SHERAN COWEN
Address: 800 Waukegan Road
Glenview, IL 60025

My commission expires:

Given under my hand and official seal, this 20th day of October, 1998

delivered the said instrument as his/her true and voluntary act, for the uses and purposes herein specified, before me this day in person, and acknowledge that he/she signed and delivered the said instrument, to the same person(s) whose nature(s) subscribe to the foregoing instrument personally known to me to be the same person(s) whose nature(s) subscribe to the foregoing instrument.

I, the undersigned, as Trustee
Gregg Goslin, as Trustee

STATE OF ILLINOIS COOK COUNTY ss:

[Signature] This Line For Acknowledgment]

-BORROWER
(SEAL)

THIS SECURITY IS NOT SUBJECT TO
HOMESTEAD
(SEAL)

-BORROWER
(SEAL)

G. A. O. G. R. - G. R.
Trustee
[Signature]
(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 addenda) executed by Borrower and recorded with it.

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AP#

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 2nd day of October, 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:

7871 N. Caldwell, Niles, IL 60714

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:
Woodley Park 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 RENTER-SINGLE FAMILY-ENRULGUNIFORM INSTRUMENT
1SC/CIRD-#//0195/3140(0990)-L Form 3140 9/90, Revised 8/91
Page 2 of 2

-Rottweier
(Seal)

-POWER-

BOTOWER
(Seal)

-Bottoweg
(Seal)

BY SIGNING FLOW, BOTTWER ACCEPTS AND AGREES TO THE TERMS AND PROVISIONS CONTAINED IN PAGES 1 AND 2 OF THIS CONTRACT.

(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' expenses benefit of Leindecker;

tasking by condemnation or delegation of responsibility in the case of unsatisfactory performance by the organization or individual.

(1) the abandonment or termination of the Condorium Project, except for abandonment or prior written consent, either party is entitled to receive the project in its present condition.

E. Lenderer's Petrol Concession, Borrows shall not, except after notice to Lenderer and with Lenderer's

LN# 3042837

APP

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Property of Cook County Clerk's Office