

# UNOFFICIAL COPY

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COOK COUNTY RECORDER

514287090  
PAB

*Handwritten signature*

WHEN RECORDED MAIL TO

SPACE ABOVE FOR RECORDER'S USE

MSN SV 791 DOCUMENT CONTROL DEPT  
P.O. BOX 10266  
VAN NUYS CALIFORNIA 91410-0266

LOAN # 4224249

ESCROW CLOSING # 1359158

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 16, 1995  
F. MICHAEL NORTON,  
AND JANET M. NORTON, HUSBAND AND WIFE AS JOINT TENANTS

The borrower is

("Borrower"). This Security Instrument is given to  
AMERICA'S BEST MORTGAGE COMPANY  
which is organized and existing under the laws of ILLINOIS  
address is

and whose

17400 OAK PARK AVE TINLEY PARK, IL 60477

("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED FORTY SEVEN THOUSAND SEVEN HUNDRED TWENTY FIVE AND 00/100  
Dollars (U.S. \$ 147,725.00)

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  
August 1, 2025.

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:

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ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

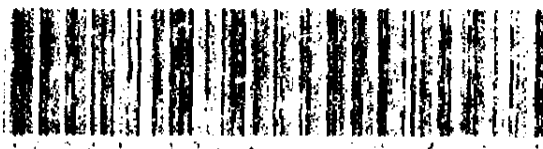
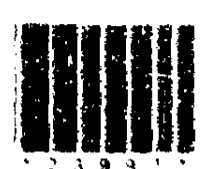
6M(IL) (9/92)

CFC (02/95)

FOR MORTGAGE TO FMS (00/92) (2/95)

Page 1 of 1

Form 301A (8/90)



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LOAN #: 4224249

LOT 82 (EXCEPT THAT PART THEREOF LYING NORTHERLY OF EXTENDING FROM THE WEST LINE OF LOT 82 AFORESAID, 12.37 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, TO THE EAST LINE OF SAID LOT 82, 10.26 FEET SOUTH OF THE NORTHEAST CORNER THEREOF) IN HILLSIDE ESTATE NUMBER 2, A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, LYING SOUTH OF BLUE ISLAND ROAD (EXCEPT THE SOUTH 26 FEET THEREOF) AND THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, LYING SOUTH OF BLUE ISLAND ROAD, AND THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, LYING SOUTH OF BLUE ISLAND ROAD, ALL IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

28-05-402-002 VOLUME 25

which has the address of 5643 Midlothian Turnpike  
Midlothian (Street, City)  
Illinois 60445 (Property Address)  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property and all easements, appurtenances and fixtures 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."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, 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.

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

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 of Funds to pay for state, local and assessments which may attach priority over this Security Instrument as a lien on the Property, (a) yearly hazard or property insurance premiums, (b) yearly flood insurance premiums, if any, (c) yearly mortgage insurance premiums, if any, and (d) any sums payable by Borrower to Lender in accordance with the provisions of paragraph 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 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, 12 U.S.C. Section 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 expenditures on future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, 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, annually analyzing the escrow account, or venturing 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 interest 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 accounting of 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 Instrument.

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 at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and in such event Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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

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LOAN # 4924949

Property, shall apply any Funds held by Lender at the time of acquisition or sale as a lien against the same 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 at any particular time, 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 in arrears directly to the person owed payment. Borrower shall promptly furnish to Lender a list of liens 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 against Borrower, by a written writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (a) expressly in good faith discharge 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 does not attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or cause one 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 fire and lightning hazards or flooding, for which Lender requires insurance. This insurance shall be maintained in the amount and for the period 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 fire and theft clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give a written notice of each renewal of premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and shall 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 loans secured by this Security Instrument, whether or not then due, with an excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier is offering 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 owed 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 or payment of a claim extended over the due date of the monthly payments referred to in paragraphs 1 and 2 or change of the amount of the payments shall be due on the 21st the Property is acquired by Lender. Borrower's right in any insurance policies or coverages resulting from the purchase of the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by the Security Instrument at the time of the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property.** Borrower shall occupy, establish, maintain, and use the Property as Borrower's principal residence. Borrower shall continue to occupy the Property as Borrower's principal residence unless Lender agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not, directly or indirectly, by any act or omission, allow the Property to deteriorate, or commit waste on the Property. Borrower shall not be held liable for any criminal act, proceeding, whether civil or criminal, is begun that in Lender's good faith judgment will result in the security of this Security Instrument or otherwise materially impair the lien created by this Security Instrument or Lender's right to receive and retain payments on this Security Instrument, as provided in paragraph 18, by causing the action or proceeding to be instituted with respect to the Property. Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or of the security interest created by this Security Instrument or Lender's security interest. Borrower shall not be held liable for any act or omission, if the loan application process, gave materially false or inaccurate information or statements to Lender or if Lender was not provided with any material information in connection with the loan evidenced by the Note, including but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is not a deed, the Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, and the security instrument shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform his obligations under this Security Instrument, or there is a legal proceeding that may significantly affect Lender's right in the Property, or there is a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce liens or judgments, or there is a proceeding for whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender may take any action

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*John J. [Signature]*  
7/20/93

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paying any sums secured by a lien which has priority over this Security Instrument, including on such occasion the attorneys' fees and entering on the Property to make repairs. Although Lender may know and intend that Borrower does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower as provided by 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 under lender's option.

**8. Mortgage Insurance.** If Lender required 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 in effect. If for any reason the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the amount necessary to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost not to exceed the cost to Borrower of the mortgage insurance previously in effect from an alternate mortgage insurer approved by Lender, or substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage first ceases to be in effect. Lender will accept, use and retain these payments as a loss reserve against mortgage insurance claims to be in effect. Lender will accept, use and retain these payments as a loss reserve against mortgage insurance claims to be in effect. Lender requires) provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve against the required mortgage insurance ends in accordance with any written agreement between Borrower and Lender or approved by Lender.

**9. Inspection.** Lender or its 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 entry.

**10. Condemnation.** The proceeds of any award or claim for damages, interest or expenses, or other compensation for 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 first to pay or secure 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, if 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 available by the taking of the Property (by the total amount of the sums secured immediately before the taking, divided by 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, if the fair market value of the Property immediately before the taking is less than the amount of the sums secured by this Security Instrument 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 in all other cases, if Lender is unable to collect or otherwise recover the sums secured or settle a claim for damages, Borrower fails to respond to Lender within the time specified in the Security Instrument, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or to payment of the sums secured by the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application or payment of proceeds to Borrower shall be made on or before the due date of the monthly payments referred to in paragraphs 1 and 2 or change thereof, but not later than the date of the application.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the term for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest 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 release or extend the term for payment or other extension of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of that 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. Successors and assigns of Borrower shall be bound by paragraph 17. Borrower's covenants and agreements shall be joint and several. Any assignment by Borrower of this Security Instrument but does not execute the Note, or is co-signing this Security Instrument, shall not constitute an assignment of Borrower's interest in the Property under the terms of this Security Instrument, shall not constitute a release of the sums secured by this Security Instrument, and Lender agrees that Lender and any other Borrower may agree to modify the terms of this Security Instrument or make any accommodations with regard to the terms of this Security Instrument or, by reason of such modification or accommodation,

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**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which imposes a charge, fee, tax, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in respect of 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 exceed the permitted limits shall 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 with the same priority as payments under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery in person or by registered mail or by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property, if there is any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to the 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 Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal or state law of the jurisdiction in which the Property is located. In the event that any provision of this security instrument is held to be void or unenforceable, such conflict shall not affect other provisions of this security instrument. The Note shall be given effect without the conflicting provision. To this end the provisions of this Security Instrument are intended to be severable.

**16. Borrower's Copy.** Borrower shall be given one confirmed copy of the Note and one copy of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** At any time, and from time to time, after this Security Instrument is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) and is shown as a sale or transfer, without Lender's prior written consent, Lender may, at its option, require immediate payment of all sums due under this Security Instrument. However, this option shall not be exercised by Lender if it is not a sale or transfer as defined in the Note. This Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration and shall have a lien on the Property for more than 30 days from the date the notice is delivered or mailed, within which Borrower may pay all sums due under the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may enforce the remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, then, without affecting the right to enforce enforcement of this Security Instrument discontinued at any time prior to the date of this paragraph, Borrower may, if applicable law may specify for reinstatement) before sale of the Property, payment of all sums due under this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument; (c) payment of all sums due under this Security Instrument and all sums due under any other covenants or agreements; (d) pays all expenses incurred in enforcing this Security Instrument, including but not limited to, reasonable attorneys' fees; and (e) takes such action as Lender may require to protect its interests under this Security Instrument, Lender's rights in the property and Borrower's obligations under this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and all covenants and conditions hereby shall remain fully effective as if no acceleration had occurred, however, this right to reinstate shall not apply to any acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest therein (or both) or this Security Instrument) may be sold one or more times without prior notice to Borrower, by a servicer (as defined in the Note and referred to as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of servicer, Lender shall give written notice of the change in accordance with paragraph 14 above and provide the following information: (a) the name and address of the new Loan Servicer and the address to which payments should be made; (b) the date of the change; and (c) other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, release or release into any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, any act which is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, disposal, release or release into the Property of small quantities of Hazardous Substances that are generally recognized as appropriate for residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, court action, law suit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances on or in the Property.

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of which Borrower has actual knowledge. If Borrower learns or is notified by any governmental or regulatory agency that removal or other remediation of any Hazardous Substance into the Property is necessary, Borrower shall promptly initiate 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, lime pesticides and herbicides, volatile solvents, materials containing asbestos or vermiculite, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and rules 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, showing Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration if paragraph 17 is 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 cure must be made; 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 not deprive 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 a default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment 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 litigation.

**22. Release.** Upon payment of all sums secured by this Security Instrument and the satisfaction of all obligations of Borrower, Borrower shall pay any recitation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the majority of the fee is earned under applicable law.

**23. Waiver of Homestead.** Borrower waives all right of notice and exemption of the Property.

**24. Riders to this Security Instrument.** If one or more riders are executed by Borrower and attached together with this Security Instrument, the covenants and agreements of each such rider shall in addition to the covenants and agreements set forth in the covenants and agreements of this Security Instrument as if the covenants were a part of this Security Instrument.

[Check applicable boxes:]

- Adjustable Rate Rider(s)
- Graduated Payment Rider
- Balloon Rider
- VA Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other (specify):



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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in the Public Utility Note and all other any riders) executed by Borrower and recorded with it

Witnesses: *Walter McCabe*

*E. Michael Norton*  
E. MICHAEL NORTON \_\_\_\_\_ Notary Public

*Janet M. Norton*  
JANET M. NORTON \_\_\_\_\_ Notary Public

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS,

Cook County

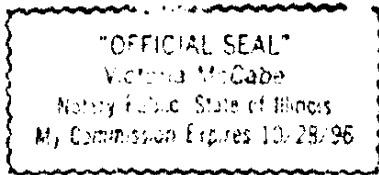
I, the undersigned, Notary Public in and for said County and State do hereby certify that E. Michael Norton and Janet M. Norton, husband and wife

personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and fact in which they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 18<sup>th</sup> day of July, 1995

My Commission Expires:

*Victoria McCabe*  
Victoria McCabe  
Notary Public



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