

PLEASE RECORD & RETURN TO:  
ATLANTIC MORTGAGE & INVESTMENT CORP.  
7159 CORKIN DRIVE  
JACKSONVILLE, FLORIDA 32258

**UNOFFICIAL COPY**

Loan # 54524-04/901956-3

ML-#3



0010028330

ATTN: PAYOFF'S 708272

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT HOUSEHOLD BANK, F.S.B. BY MERGER TO FREEDOM FEDERAL SAVINGS BANK, FORMERLY KNOWN AS FREEDOM FEDERAL SAVINGS AND LOAN ASSOCIATION, FORMERLY KNOWN AS FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BERWYN, EXISTING UNDER THE LAWS OF THE UNITED STATES, FOR VALUE RECEIVED, DOES HEREBY SELL, ASSIGN, TRANSFER, SET OVER AND CONVEY UNTO Atlantic Mortgage & Investment Corporation

7159 CORKIN DR. JACK, FL 32258  
ALL OF IT'S RIGHT, TITLE AND INTEREST OF, IN AND TO, THAT CERTAIN MORTGAGE DATED AUGUST 30TH 1975, EXECUTED BY WILLIAM R. MARSHALL AND MARLANE K. MARSHALL, HIS WIFE

TO FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BERWYN AND DULY FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON THE 3RD DAY OF SEPTEMBER, 19 75 A.D., AND DULY RECORDED AS DOCUMENT NO. 232088605 IN BOOK          AT PAGE          TOGETHER WITH NOTE, DEBTS AND CLAIMS SECURED BY SAID MORTGAGE AND THE COVENANTS CONTAINED THEREIN LEGALLY DESCRIBED AS:

SEE ATTACHED LEGAL

IN WITNESS WHEREOF, HOUSEHOLD BANK, F.S.B., HAS CAUSED THIS INSTRUMENT TO BE SIGNED BY IT'S ASSISTANT VICE PRESIDENT AND ATTESTED BY IT'S ASSISTANT VICE PRESIDENT AND IT'S CORPORATE SEAL TO BE AFFIXED HERETO THIS 1ST DAY OF OCTOBER, 19 88 A.D.

HOUSEHOLD BANK, F.S.B., SUCCESSOR BY MERGER TO FREEDOM FEDERAL SAVINGS BANK, FORMERLY KNOWN AS FREEDOM FEDERAL SAVINGS AND LOAN ASSOCIATION, FORMERLY KNOWN AS FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BERWYN.

BY: Mary Jean Bejlovec  
MARYJEAN BEJLOVEC, ASSISTANT VICE PRESIDENT

ATTEST:

Nancy Young  
NANCY YOUNG, ASSISTANT VICE PRESIDENT

State of Illinois )  
County of DuPage ) ss.

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2001-01-11 09:10:53  
Cook County Recorder 23.50

Before me, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that MARYJEAN BEJLOVEC personally known to be the ASSISTANT VICE PRESIDENT of HOUSEHOLD BANK, F.S.B., a corporation, and NANCY YOUNG, personally known to be an ASSISTANT VICE PRESIDENT of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 1st day of OCTOBER, 19 88.

Donna Weis  
NOTARY PUBLIC

Mail to and Prepared By: DEBBIE STEIK

Household Mortgage Services  
100 Mittel Drive  
Wood Dale, Il 60191



SV  
28  
2/11/91  
19.50

UNOFFICIAL COPY

NOT A STATE COURT DOCUMENT  
FOR INFORMATION & INVESTIGATION  
COOK COUNTY CLERK'S OFFICE  
100 N. LAUREL STREET, CHICAGO, IL 60602  
TEL: 312.603.1000

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

This instrument was prepared by Richard F. Proka Attorney for

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BERWYN  
6809 STANLEY AVENUE, BERWYN, ILLINOIS 60402

23 208 605

## MORTGAGE

*THIS INDENTURE WITNESSETH:* That the undersigned,

-----WILLIAM R. MARSHALL AND MARLANE K. MARSHALL, his wife-----

of the City of Chicago County of Cook, State of Illinois,  
hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BERWYN

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to wit:

Lots one (1) and two (2) (except the South sixty two (62) feet thereof) in Block two (2) in Martin's Addition to Field Park being a Subdivision of the East three eighths (3/8) of the West half (1/2) of that part of Section five (5), Township thirty eight (38) North, Range twelve (12), East of the Third (3rd) Principal Meridian, lying North of the Chicago, Burlington and Quincy Railroad and East seven hundred eighty three and thirteen hundredths (783.13) feet of that part of the South West quarter (1/4) of Section thirty two (32), Township thirty nine (39) North, Range twelve (12), East of the Third (3rd) Principal Meridian, lying South of Center line of Naperville Road, in Cook County, Illinois.

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters all of which are declared to be a part of said real estate whether physically attached thereto or not; and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and whether it is now or may be hereafter existing or which may be made by the Mortgagee under the power herein granted to it, it being the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take exclusive possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when earned and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agencies or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorneys' fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's Deed, Special Commissioner's Deed, Sheriff's Deed, or other, pursuant to a decree foreclosing the lien hereof, but if no deed be issued then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases. The mortgagee is hereby subrogated to the rights of all mortgagees, lien holders, and owners paid off by the proceeds of the loan secured hereby.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of FIFTY THREE THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$ 53,500.00 ), which note, together with interest thereon as provided by said note, is payable in monthly installments of FOUR HUNDRED THIRTY NINE AND 86/100 Dollars (\$ 439.86 ) on the 1st day of each month commencing with October, 1975 until the entire sum is paid.

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To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as

R-C.  
SEP 3 1975  
C 7848

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