# UNOFFICIAL CO3 75/80 7 27 001 Page 1 of 4 2002-05-23 09:23:07 Cook County Recorder 51.00

State of Illinois )

County of DuPage )



3399873

### ASSIGNMENT OF LOANS

WHEREAS on July 27, 2001, the Office of Thrift Supervision ("OTS") closed Superior Bank, FSB, Hinsdale, Illinois, and appointed the Federal Deposit Insurance Corporation as Receiver of Superior Bank FSB by OTS Order No. 2001-56 entered pursuant to section 5(d)(2) of the Homeowners Loan Act, 12 U.S.C. 1464(d)(2) and section 1 (c)(5) of the Federal Deposit Insurance Act, 12 U.S.C. § 1821 (c)(5), which appointment FDIC did accept ("FDIC-Receiver"); and

WHER LAS on July 27, 2001, by Order No. 2001-56, the OTS granted the FDIC - Receiver of Superior Bank, FSB authority to organize a new Federal mutual savings association pursuant to 12 U.S.C. § 1821 (d)(2)(F)(I) of the Federal Deposit Insurance Act which FDIC-Receiver did charter as Superior Federal Bank, FSB with the FDIC as its Conservator ("FDIC-Conservator"); and

WHEREAS on July 27, 2001, FDIC-Receiver did enter into a Purchase and Assumption Agreement with the FDIC Conservator, wherein FDIC-Conservator acquired certain assets and assumed certain liabilities of Superior Bank, FSB; and

WHEREAS on November 19, 2001, FDIC-Conservator, FDIC-Receiver, and FDIC in its corporate capacity, entered into a Purchase and Assumption Agreement with Charter One Bank, F.S.B. of Cleveland, Ohio, under which Charter One Bank, F.S.B. ("the assuming Bank") did agree to assume and acquire certain assets of Superior Federal Bank, FSB from the FDIC-Conservator for Superior Federal Bank, FSB; therefore,

The Federal Deposit Insurance Corporation, as Receiver for Superior Bank, FSB ("Assignor"), acting by and through its duly authorized attorneys in fact, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged does hereby sell, transfer, assign and set over to The Federal Deposit Insurance Corporation as Conservator for Superior Federal Bank, FSB "Assignee", its successors and assigns, without representation or warranty, all of the Assignor's right, title and interest in and to the Promissory Note of William R. Marshall and Marlane K. Marshall, husband and wife, in joint tenancy, dated January 12, 1993 and made payable to Superior Bank FSB, provided, however, that this assignment is made pursuant to the applicable terms and conditions as set forth in that certain Purchase and Assumption Agreement between the Assignor and the Assignee dated July 27, 2001 (the "Agreement").

Mail To: Box # 352

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN EQUITY LOAN SERVICES, INC. AS AP ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

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This assignment shall also evidence the unconditional transfer of the Assignor's interest in that security held for the Promissory Note being the Equity Line Mortgage generally described as that instrument dated January 12, 1993 and recorded in the public records of Cook County, State of Illinois as document number 93098921.

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Loans to be executed this 12<sup>th</sup> day of March, 2002.

> FEDERAL DEPOSIT INSURANCE CORPORATION as Receiver for Superior Bank, FSB

Name: Daniel M. Bell Title Attorney-In-Fact

ACKNOWLEGEMENT STATE OF

COUNTY OF DuPage)

Before me, the undersigned authority, a Notary Public in and for the county and state aforesaid, on this day personally appeared Daniel M. Bell, know to me to be the person whose name is subscribed to the foregoing instrument, as Attorney-in-Fact of the Federal Deposit Insurance Corporation, as Receiver for Superior Bank, FSB of Hinsdale, Illinois, and acknowledged to me that s/he executed the same as the act of the FEDERAL DEPOSIT INSURANCE CORPORATION in the stated capacity, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office on this the 12th day of March, 2002.

Av Commission Expires 05/13/20/

Rose Capone, Notary Public

My Commission expires: 5/13/03

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Assignment agreed to and accepted this 12th day of March, 2002.

FEDERAL DEPOSIT INSURANCE CORPORATION as Conservator for Superior Bank, FSB

By:

Name: Daniel M. Bell

Title: Attorney-In-Fact

#### **ACKNOWLEGEMENT**

STATE OF

Illinois)

COUNTY OF DuPage )

Before me, the undersigned acthority, a Notary Public in and for the county and state aforesaid, on this day personally appeared Daniel M. Bell, know to me to be the person whose name is subscribed to the foregoing instrument, as Attorney-in-Fact of the Federal Deposit Insurance Corporation, as Conservator for Superior Bank, FSB of Hinsdale, Illinois, and acknowledged to me that sine executed the same as the act of the FEDERAL DEPOSIT INSURNCE CORPORATION in the stated capacity, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office on this the 12th day of March, 2002.

NOTARY PUBLIC OTATE OF ILLINOIS WY Commission Engines 05/13/2003

Rose Capone, Notary Public

My Commission expires: 5/13/03

ONE LINCOLN CENTRE

OAKBROOK TERRACE, IL 60181

DEFT-01 RECORDING

THILL TRAN 8189 02/65/98 14:18:00 \*--93--098921 #3035 #

COOK COUNTY RECORDER

Loan No.

72-110249-0

[Space Above This Line For Recording Data]

#### EQUITY LINE MORTGAGE

THIS MORTGAGE is made on January 12. between the Mortgagor, WILLIAM R. MARSHALL and MARLANE K. MARSHALL. HUSBAND AND WIFE, I'N

(herein "Borrower"), and the Mortgagee, SUPERIOR BANK FSB, whose address is One Lincoln Centre, Oakbrook Terrace, Illinois 60181-4262 (her in "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Six Thousand Dollars and no/100

66,000.00 Dollars (\$ which indebtedness is evidenced by Borrower's Equity Line Adjustable Rate Note and Agreement dated 01/12/93 (herein "Note and Agreement"), providing for monthly installments as provided in the Note and Agreement, with the balance of the indebtedness, if not sooner paid, and payable on Jenuary 22, 2023

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note and Agreement with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained. Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK 11 linois

LOT 1 AND LOT 2 (EXCEPT THE SOUTH 62 FEET THEREOF) IN FIELD PARK, BEING A SUBDIVISION OF THE EAST 3/8 OF PART OF SECTION 5, IOUNSHIP 38 NORTH, RANGE 12, THE THIRD MERIDIAN, LYING NORTH OF CHICAGO, PRINCIPAL EAST 765.13 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, TANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF CENTER NE OF NAPERVILLE IN COOK COUNTY, ILLINOIS. PINH 15-32-309-006

which has the address of

HARVEY, WESTERN SPRINGS, IL 60558

(herein "Property Address"):

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is not encumbered, except by a first mortgage lien in favor of Household Mortgage Services 93093921 in original principal amount of

Fifty Three Thousand Five Hundred and NO/1008 53,500.00 recorded September 5, 1975 as Document Number 2220665 ), and dated cookugust 30, 1975 with the County Recorder of Deeds, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: