

# UNOFFICIAL COPY

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DEPT-01 RECORDING \$23.50  
T#0012 TRAN 0530 12/29/94 10:27:00  
#3235 \$ SK #04-078483  
COOK COUNTY RECORDER

## ASSIGNMENT OF MORTGAGE OR BENEFICIAL INTEREST IN DEED OF TRUST

FOR VALUE RECEIVED, the undersigned assignor ("Assignor") does hereby grant, bargain, sell, assign, transfer and convey to the following assignee ("Assignee"):

North American Savings Bank, FSB, a Federal Savings Bank  
12498 South 71 Highway, Grandview, MO 64030

all of Assignor's right, title and interest in and to that certain Mortgage or Deed of Trust, a copy of which is attached hereto as Exhibit "A", which encumbers the real property more particularly described therein, together with all the indebtedness currently due and to become due under the terms of any promissory note or evidence of indebtedness secured thereby. This assignment is made without recourse to Assignor and without representation or warranty by Assignor, express or implied.

Recording Date from Document Attached as Exhibit "A": N/A Book/Vol./Film/Liber/No.: 90137620  
Page No.: N/A Reception/Document No.: 90137620, Recorded in  
COOK County, ILLINOIS.

ASSIGNOR:

RESOLUTION TRUST CORPORATION  
as Receiver for  
First Federal Savings Bank of Zion, Zion, Illinois

By: [Signature]  
Stephen M. Jesolnik (also known as S. Jesolnik)  
Attorney-in-Fact under Limited Power of  
Attorney dated September 20, 1994

STATE OF MISSOURI )  
COUNTY OF JACKSON ) ss.

The undersigned, a notary public in and for the above-said County and State, does hereby acknowledge that on the day and year set forth below, personally appeared S. Jesolnik as Attorney-in-Fact for Resolution Trust Corporation, solely in its capacity as Receiver for First Federal Savings Bank of Zion, Zion, Illinois as specified above, and being duly sworn by and personally known to the undersigned to be the person(s) who executed the foregoing instrument on behalf of said principal, acknowledged to the undersigned that she/he/they voluntarily executed the same for the purposes therein stated as the free act and deed of said principal.

WITNESS my hand and official seal, this 3 day of Nov, 1994.

[SEAL.]

[Signature]  
Notary Public for the State of Missouri  
My Commission Expires: \_\_\_\_\_

PATRICIA K. ELLIOTT  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires July 4, 1990

Prepared By / When Recorded Return To:

23.50  
[Signature]

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THIS SPACE FOR RECORDING IS NOT ONLY

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MORTGAGE

90137620

On the 27 day of JANUARY, 19 90  
at SPRINGFIELD, ILLINOIS  
who hereby at SPRINGFIELD, ILLINOIS  
(the "Property Owner") MORTGAGED and WARRANTED in First Credit Corporation ("FCC"), whose principal place of business is at  
511 N. 1ST STREET, CHICAGO, ILLINOIS 60610  
all of the legal, buildings, and other improvements now or in the future owned by the  
Property Owner and located at 1177 31 IN CUPPENS AND PARSONS NORTH 32ND AVENUE  
County of Winnebago (the "mortgaged property"), the legal description of which is as follows:

1177 31 IN CUPPENS AND PARSONS NORTH 32ND AVENUE  
ADJACENT IN A SUBDIVISION OF THE WEST 3/4 OF 1988 330773  
1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION  
4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as John N. Deamington  
F.N. Number(s) 118-04-107-033

The Property Owner MORTGAGED and WARRANTED the mortgaged property to FCC to provide security for a debt owing under a Retail Installment Contract (the "Contract") dated 1-27-90 between ANDREW RUFFIN as Contractor/Buyer which Contract has been or is to be assigned to FCC. The debt owing under the Contract is 154.60 (translated to the Contract as the "Amount Financed") and is payable, together with a FINANCE CHARGE (as defined in the Contract) calculated at the interest rate specified in the Contract, in consecutive monthly installments of \$ 154.60 each, commencing approximately 30 days from the date of completion of the improvement described in the Contract, with the full debt, if not paid earlier, due 84 months after the due date of the first payment due under said Contract. The Property Owner also provides for late charges; however, he or she waives all the total aggregate indebtedness secured by this mortgage except an amount equal to late charges owing under the Contract.

1. PROPERTY SUBJECT TO MORTGAGE: The Property Owner subjects the mortgaged property to payment of the debt due under the Contract.
2. FINANCE CHARGE: The Property Owner will maintain insurance against fire and other hazards on the mortgaged property for the benefit of FCC, will pay the premiums for the insurance and will tender to FCC all proceeds of such insurance in the event of the unpaid debt secured by this mortgage.
3. TAXES AND AMT. DUES: The Property Owner will pay, on time, all taxes, assessments, and sewer, water or other charges for the mortgaged property.
4. OTHER MORTGAGES: The Property Owner will pay, on time, all installments of principal and interest on any other mortgage on the mortgaged property, and will not violate any other terms of any other mortgage.
5. RECEIPTS; FAILURE TO MAKE PAYMENTS: Upon FCC's written request, the Property Owner shall furnish to FCC duplicate receipts for payments required by paragraphs 2, 3 and 4 above. If the Property Owner fails to make any payment required by paragraphs 2, 3 or 4 above, FCC may make the payment. If FCC makes any such payments, the amount of such payment will be added to the debt secured by this mortgage and will be a debt of the Property Owner, payable to FCC's demand, with interest equal to the maximum rate permitted by law.
6. NO ALTERATION OF MORTGAGED PROPERTY: The Property Owner will not alter, demolish or remove any part of the mortgaged property without FCC's permission. The Property Owner will keep the mortgaged property in good repair and condition.
7. DEFAULT: PAYMENT DELINQUENCY: If an installment due under the Contract is not paid within 30 days after its due date or if any other "default" as defined in the Contract occurs, or if any term of this mortgage is violated, FCC may demand the immediate payment of the entire debt due under the Contract and this mortgage. Upon payment in full after any such demand, a refund of the unearned portion of the FINANCE CHARGE and any insurance charges may be due as described in the Contract.
8. DEBT DUE ON SALE: FCC may, at its option, elect to demand immediate payment of the entire debt due under the Contract and this mortgage upon any sale or transfer of the mortgaged property or upon any execution or pledge of the beneficial interest in or power of disposition over any land trust holding title to the mortgaged property. Upon payment in full after any such demand, a refund of the unearned portion of the FINANCE CHARGE and any insurance charges may be due as described in the Contract.
9. RIGHT OF ACCESS: After a default, or if FCC reasonably believes a default has been committed under this mortgage of the Contract, FCC, in addition to its other remedies, may enter the mortgaged property for the purpose of inspection.
10. DEMAND IN PERSON OR BY MAIL: Demand for payment may be made in person or by mail.
11. SALE AS SINGLE PROPERTY; RECEIPT UPON FORECLOSURE: In case of foreclosure, a receiver of the mortgaged property may be appointed, and the mortgaged property may be sold as one piece of property. FCC may be appointed as such receiver.
12. ASSIGNMENT OF RIGHTS: To further secure the indebtedness, Property Owner does hereby sell, assign and transfer unto FCC all the rents, issues and profits now due and which may hereafter become due under or by virtue of this mortgage, whether written or oral, or any agreement for the use or occupancy of the Property or any part thereof, which may have been heretofore or may be hereafter made or agreed to, it being the intention hereby to establish an absolute transfer and assignment of all of such rents and profits unto FCC, and Property Owner does hereby appoint irrevocably FCC its true and lawful attorney (with or without taking possession of the Property) to receive or let all or any portion of the Property in any party at such rental as upon such terms as FCC shall in its discretion determine, and to collect such rents, issues and profits arising from or accruing at any time hereafter, and the now due or that may hereafter become due.
13. LITIGATION PROHIBITED: The Property Owner shall not allow any mechanic, material man, workman, judgment or lien to attach to the mortgaged property.
14. STATEMENTS BY PROPERTY OWNER: The Property Owner is the sole owner of the mortgaged property. Should it be necessary for the Property Owner to sign any additional papers to make this mortgage fully effective, the Property Owner will sign such papers.
15. FUTURE OWNERS: This mortgage shall be binding upon the Property Owner, his, her or their heirs and personal representatives, and all persons who subsequently acquire any interest in the mortgaged property.
16. TRANSFER OF MORTGAGE: FCC may transfer its interest in this mortgage. Any subsequent holder of FCC's interest in this mortgage will have all the rights FCC would have if FCC were still the holder, including the right to transfer.
17. WAIVER OF HOMESTEAD: The Property Owner releases and waives all right of homestead available in the mortgaged property.
18. GOVERNING LAW: This instrument shall be governed by the law of Illinois.
19. FORECLOSURE: If the debt secured by this mortgage becomes due, whether by acceleration or otherwise, FCC has the right to foreclose its lien, and in any such foreclosure suit there shall be allowed as additional indebtedness in the decree for sale all penalties and costs incurred on behalf of FCC for reasonable attorney's fees and other costs. The proceeds of any foreclosure sale of the mortgaged property shall be distributed and applied in the following order of priority: First, on account of all expenses incident to the foreclosure proceedings; second, all other liens which under this mortgage constitute secured indebtedness additional to that evidenced by the Contract, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Contract; and fourth, any surplus to the Property Owner.
20. LEGAL DESCRIPTION AUTHORIZATION: The Property Owner hereby authorizes FCC to determine the legal description of the mortgaged property and enter it on this mortgage.

I (we) acknowledge that I (we) have received a copy of this mortgage:

This mortgage has been duly executed by the Property Owner

In Presence of

[Signature]  
(Witness Name and Address)

[Signature] (F) (S)  
[Signature] (F) (S)  
[Signature] (F) (S)

This instrument was prepared by, and when recorded should be mailed to:

FIRST CREDIT CORPORATION  
870 LAKE COOK ROAD, SUITE 118  
DEERFIELD, ILLINOIS 60015

1990 M. H. FIRST CREDIT CORPORATION

ORIGINAL

EXHIBIT A 10632052  
FIN NO 2144

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