

UNOFFICIAL COPY

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State of Illinois

County of Cook

ASSIGNMENT

A 95/22/5

The undersigned, Uptown Federal Savings and Loan Association, a federally chartered savings and loan association, with its principal office and place of business in Chicago, Illinois (hereinafter referred to as "Uptown"), pursuant to due authorization by its Board of Directors and in consideration of Ten Dollars (\$10), the receipt and sufficiency of which is acknowledged by these presents, does hereby sell, assign, transfer and set over unto the Morgan Keegan Mortgage Company, Inc., a Tennessee Corporation, with its principal office in Memphis, Tennessee (hereinafter referred to as "Morgan Keegan") and its successors and assigns, all of Uptown's right, title and interest in, to and under those certain deeds of trust and all promissory notes secured thereby payable to the order of Niles Federal which are fully described on a list attached hereto marked Exhibit A bearing the date of May 6, 1986.

IN WITNESS WHEREOF, Uptown has caused this instrument to be duly executed and attested by its duly authorized officers and its seal affixed hereto this 18th day of June, 1986.

ATTEST

Uptown Federal Savings and Loan Association

By: Evelyn Snyder  
Title: Ass't Secretary

By: Mary Margaret Cowhey  
Title: Vice Pres.

Corporate Seal

COOK COUNTY ILLINOIS  
NOTARY PUBLIC

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State of Illinois )  
County of Cook )  
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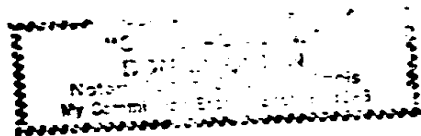
On the 18th day of June, 1986 before me, a notary public in and for the state listed above, personally appeared Mary Margaret Cowhey and Evelyn Snyder, known to me to be authorized officers of Uptown Federal Savings and Loan Association, which executed the within instrument, and also known to me to be the persons who executed it on behalf of said association, and acknowledge to me such savings and loan association executed the within instrument.

IN WITNESS WHEREOF, I appear unto and set my hand and affix my official seal the day and year in this certificate first above written.

[Signature]  
Notary Public

My Commission Expires: 9-6-88

THIS INSTRUMENT WAS PREPARED BY:  
Evelyn Snyder  
281 Lawrencewood  
Niles, Illinois 60648



MAIL TO:  
Uptown Federal Savings and Loan Assn.  
Attention: Evelyn Snyder  
281 Lawrencewood  
Niles, Illinois 60648

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Mortgage

(Individual Form)

652 HALE  
Wheeling IL 60090

Loan No. 1510

THE UNDERSIGNED,

Charles S. Bauer and Rose M. Bauer, his wife

County of Wheeling, State of Illinois

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

NILES SAVINGS AND LOAN ASSOCIATION

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

Parcel #1:  
Unit as delineated on the survey of following described parcel of Real Estate (hereinafter referred to as Parcel): Lots 32 to 41, both inclusive, in Cedar Run Subdivision, being a subdivision of the Northeast Quarter of Section 4, Township 42 North, Range 11 East of the Third Principal Meridian according to the Plat thereof recorded on October 1, 1971 as Document no. 21660F96 in the office of the Recorder of Deeds of Cook County, Illinois which survey is attached as Exhibit "D" to Declaration Ownership made by Tekton Corporation, a Corporation of Delaware, recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 22241407 together with an undivided 2.262 percent of interest in said Parcel (excepting from said Parcel the property and

Space comprising all the units thereof as defined and set forth in said declaration and survey) in Cook County, Illinois.

Parcel #2:

Easements appurtenant to and for the benefit of Parcel 1 as set forth in the Declaration of Easements dated November 3, 1972 recorded November 3, 1972 as Document No. 22109221.

THIS DOCUMENT IS BEING RERECORDED IN COOK COUNTY THE LEGAL DESCRIPTION

(S ----- 17,330.00-----), which Note, together with interest thereon at the rate provided, is payable in monthly installments of

-----One Hundred Thirty Nine and 00/100----- Dollars

(S ---139.00), commencing the 15th day of May, 1973.

which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full

(2) Any advances made by the Mortgagee to the Mortgagor, or his successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such other advances as may be made from time to time in excess of

provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced

(3) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained

THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to the terms hereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges and sewer service charges against said property including those heretofore due; and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioneer; or any grantee in a deed pursuant to foreclosure, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers, and releases required of him to be signed by the Mortgagee for such purpose, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness hereby secured the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanics' or other liens or claim of lien not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property not to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use hereof; (8) Not to make, suffer or permit without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

B. In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, I promise to pay to the Mortgagee, a pro rata portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such items, (b) be carried in a savings account and withdrawn by it to pay such items, or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, I promise to pay the difference upon demand. If such sums are held or carried in a savings account, or escrow account, the same are hereby

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