

0515025838

UNOFFICIAL COPY

THE MID-CITY NATIONAL BANK
7222 WEST CERMAK ROAD
NORTH RIVERSIDE, ILLINOIS 60546

ASSIGNMENT OF MORTGAGE

21535431

The RESOLUTION TRUST CORPORATION was appointed conservator of CLYDE FEDERAL SAVINGS ASSOCIATION, pursuant to Resolution Order 90-275 of the Office of Thrift Supervision dated February 1, 1990.

The RESOLUTION TRUST CORPORATION, as Conservator of CLYDE FEDERAL SAVINGS ASSOCIATION, for value received does hereby grant, sell, assign, transfer, set over and convey to AMERICAN SAVINGS BANK, F.A.

("Assignee"), its successors and assigns any interest the Assignor may have/ in a mortgage/ deed of trust/ recorded as Document number 24615168 covering the property in said mortgage as shown on attached Exhibit "A".

IN WITNESS WHEREOF, this Assignment has been executed this 24th day of MAY, 1991.

DEPT-01 RECORDING 13.00
T#7777 TRAN 3380 10/15/91 10:18:00
\$9481 + *-91-535431
COOK COUNTY RECORDER

RESOLUTION TRUST CORPORATION,
Conservator of CLYDE FEDERAL SAVINGS ASSOCIATION

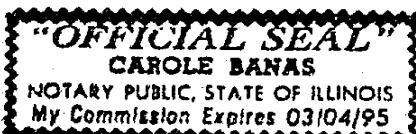
By: John L. DelaGrange
Name: John L. DelaGrange
Title: Managing Agent

ACKNOWLEDGEMENT

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

The foregoing instrument was acknowledged before me this 24th day of MAY, 1991, by the above named individual who is authorized to execute this document under Delegation of Authority by John DelaGrange, Managing Agent for RESOLUTION TRUST CORPORATION, as Conservator of CLYDE FEDERAL SAVINGS ASSOCIATION.

Carole Banas B.C.
Notary Public



THIS INSTRUMENT WAS PREPARED BY:
RTC Resident Counsel
Clyde Federal Savings Association
7222 W. Cermak Road
North Riverside, IL 60546

21535431

91535431

UNOFFICIAL COPY

Property of Cook County Clerk's Office

015350221

MC 25874 259

UNOFFICIAL COPY

Please return document to:
MOUNT PROSPECT FEDERAL
SAVINGS & LOAN ASSOCIATION
15 E. Prospect Avenue
Mt. Prospect, IL 60056
Re: Our Loan No. 9750/2583

384564090

This instrument was prepared by:
Rose Marie Loch
15 E. Prospect Ave.
Mt. Prospect, IL
(Address) 60056

24 618 168

05/2025 838

MORTGAGE

Loan No. 9750/2583-C

THIS MORTGAGE is made this 19th day of August 19, 1978, between the Mortgagor, Ruth L. Leffler, a spinster

. (herein "Borrower"), and the Mortgagee, MOUNT PROSPECT FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 15 East Prospect Avenue Mount Prospect, Illinois 60056 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty seven thousand five hundred and 00/100 - (27,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 19, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2007.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, 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, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property

PIN #08-11-200-032-7005

701 W. Central Rd.
Mt. Prospect 60056

LEGAL DESCRIPTION RIDER

* Unit 1-A5 in Central Village Condominium, as delineated on plat of survey of all or portions of Lot 1 in Central Village, being a subdivision of part of the Northeast Quarter (1/4) of Section 11, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, which plat of survey is attached as Exhibit I to Declaration of Condominium made by Mount Prospect State Bank, a corporation of Illinois, as Trustee under Trust Agreement dated December 1, 1974, and known as Trust No. 615, recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 23867157; together with a percentage of the Common Elements appurtenant to said Unit as set forth in said Declaration, as amended from time to time, which percentage shall automatically change in accordance with Amended Declarations as same are filed of record pursuant to said Declaration, and together with additional Common Elements as such Amended Declarations are filed of record in the percentages set forth in such Amended Declarations, which percentages shall automatically be deemed to be conveyed effective on the recording of each such Amended Declaration as though conveyed hereby.

The lien of this mortgage on the common elements shall be automatically released as to percentage of the common elements set forth in amended declarations filed of record in accordance with the Declaration of Condominium recorded as Document 23867157 and the lien of this mortgage shall automatically attach to additional common elements as such amended declarations are filed of record, in the percentages set forth in such amended declarations, which percentages are hereby conveyed effective on the recording of such amended declarations as though conveyed hereby.

Mortgagor also hereby grants to Mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of the property set forth in the aforementioned Declaration.

This Mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in the said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

EXHIBIT "A"

UNOFFICIAL COPY

7. Protection of Lenders' Security. If Borrower fails to perform the covenants and obligations contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lenders' interests in the Property, including, but not limited to, eminent domain, foreclosure, code enforcement, or arrangements of proceedings involving a bankruptcy of the debtor, then upon notice to Borrower, may make such appropriate, disburse such sums and take such action as is necessary to protect Lenders' interests, including, but not limited to, reasonable attorney's fees and attorney's expenses, to protect Lenders' interests, including, but not limited to, reasonable attorney's fees and attorney's expenses, to make such insurance premiums as are necessary to protect Lenders' interests, including, but not limited to, reasonable attorney's fees and attorney's expenses, to repair damage, pay the premium required to maintain such insurance, and to pay all other expenses of protection and defense of Lenders' interest in the Property.

6. Preservation and Administration of Property; Leaseholds; condominiums; Planned Unit Developments. Borrower shall keep the property in good repair and shall not commit waste or permit unsightly condition of the property and shall comply with the provisions of any lease in this Mortgagreement all of which Mortgagage is on a unit in a condominium or a planned unit development, Borrower shall perform all of its obligations under the deed of conveyance in a planned unit development, Borrower's obligations under the deed of conveyance or governing documents of any lease in this Mortgagage is on a unit in a condominium or a planned unit development, Borrower shall not commit waste or permit unsightly condition of the property and shall comply with the provisions of any lease in this Mortgagage, if this Mortgagage is on a unit in a condominium or a planned unit development, Borrower shall record together with this Mortgagage, if this Mortgagage is on a unit in a condominium or a planned unit development, the conveyances and agreements of such rider which is executed by Borrower and recorded together with this Mortgagage, if a condominium or planned unit development is created by Borrower and constitutes documents of which Mortgagage as it the rider shall be incorporated into and shall amend and supplement the conveyances and agreements of this Mortgagage as it the rider.

Under these circumstances and before any such application is made, the lessee shall give notice in writing to the lessor specifying the nature and extent of the proposed alterations or improvements.

The Proprietary, unless damaged, provided, otherwise in writing, insuramce proceeds shall be applied to repair of the Proprietary and Borrower's otherwise agreed upon restoration or repair of the Proprietary, its economy, feasibility and the security of this Mortgage is not interfered with, if such restoration or repair is not reasonably feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums mentioned above for this excess. If the security would be impaired, the Proprietary is not reasonably feasible or if the security of this Mortgage would be impaired by damage to the Proprietary, the insurance proceeds shall be applied to the sums mentioned above for this excess. If the security of this Mortgage would be impaired by damage to the Proprietary, the insurance proceeds shall be applied to the sums mentioned above for this excess.

All insurance policies and renewals thereof shall be in form acceptable to Underwriter and shall include a standard mortgage clause in favor of and in term acceptable to Underwriter. Underwriter shall have the right to hold the policies and renewals thereon and Borrower shall promptly furnish to Underwriter all renewals notices and all receipts of said premiums. In the event of loss, the Underwriter shall give prompt notice to the insurance company Carteret and Underwriter. Underwriter may make proof of loss if not made promptly by the Borrower.

The insurance carrier providing the insurance shall be chosen by a voter or voters whose names are provided under paragraph 2 hereof, or by a person who has been appointed to act in his or her stead. All premium or insurance fees shall be paid in advance, when due, directly to the insurer.

4. **Hazards & Losses.** Borrower shall pay all taxes, assessments and other charges, fines and impositions ultimately to the Property which may accrue, interest, principal, and legal expenses of recovering rents, if any, in the manner provided for in paragraph 1 hereof, except as provided in the following paragraphs, and such amounts of excessive costs incurred to carry out the uses as are necessary to keep the property in good repair, provided, that Lender shall not suffer hazards or damage to his Mortgagor and in such amounts and for such periods as Lender may reasonably require, and such other hazards as Lender may require to loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require to loss by fire, hazards included within the term "extended coverage", that Lender shall not suffer hazards or damage to his Mortgagor.

3. Application of Payment. Unless amenable to law provides otherwise, all payments received by Lender under the Note and partnerships and 2 hereof, shall be applied by Lender first in payment of amounts payable to Lender by Borrower under partnerships 2 hereof, then to debts payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

(Upon payment in full of all sums received by this mortgagor, Lender shall promptly refund to Borrower any funds held by Lender, if under, or a part thereof to the holder of the title to the property or to his assigns, as provided in the instrument of conveyance in the time of possession.

If the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, shall by law be liable to payable prior to the due amounts of Funds held by the Funds held by the Lender, together with the future monthly installments of Funds held by the Lender to Borrower requesting payment thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency, funds being lender if Lender is such an institution. Lender shall apply the Funds to pay any and all taxes, assessments, premiums and related rents. Lender shall not charge for so holding and applying the Funds, and any holding said account or verifying and comparing said assessments and bills, unless Lender collects payment from the Funds and applicable law permits Lender to make such charge. Borrower and Lender may agree in writing at the time of execution of this agreement that interest on the Funds shall be paid to Lender in quarterly installments and until the principal and interest have been paid in full, Lender shall receive interest on the Funds at the rate of twelve percent per annum.

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 installments of principal and interest due payable under the Note in full, to Lender on one-twelfth of the year for taxes and insurance, plus one-twelfth of yearly premiums which may accrue over this period, and round rents on the year, plus one-twelfth of yearly premiums which may accrue over this period, plus one-twelfth of yearly premiums for hazard insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereafter.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepared and late charges as provided in the Note, and the principal of and interest on any future advances succeeded by this Mortgage.