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

ASSIGNMENT OF MORTGAGE

91535440

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 24934794 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 10:23:00
#9491 * -91-535440
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 Banks
Notary Public



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

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Property of Cook County Clerk's Office

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80415 84764612

Please return document to:
Mt. Prospect Fed. Sav. & Loan Assoc.
15 E. Prospect Ave.
Mt. Prospect, IL 60056

24934794

This instrument was prepared by:
Wendy S. Hecht
15 E. Prospect Ave.
Mt. Prospect, IL 60056
(Address)

MORTGAGE

Loan No. 10000/2658-C

PNT 1 A-134548 1061 2A

24934794

0755440

THIS MORTGAGE is made this 23rd day of April 1979 between the Mortgagor, Karen A. Sebastian, 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 Forty thousand and no/100 (40,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 23, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2000. PIN #07-24-303-017 1006

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 located in the County of Cook, State of Illinois:

Parcel 1:

Unit Number 114RC2, as delineated on a Survey of a parcel of land being a part of the Southeast Quarter of the Southwest Quarter of Section 24, Township 41 North, Range 10, East of the Third Principal Meridian, and the Northeast Quarter of the Northwest Quarter of Section 25, Township 41 North, Range 10, East of the Third Principal Meridian (hereinafter referred to as "Development Parcel"):

Which survey is attached as Exhibit "A" to Declaration of Condominium made by Central National Bank in Chicago, as trustee under trust agreement dated April 9, 1974, and known as trust number 20534 recorded in the Office of the Recorder of Cook County, Illinois as document number 22,925,344; together with a percentage of the common elements appurtenant to said Units 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 declaration which percentages shall automatically be deemed to be conveyed effective on the recording of such amended declaration as though conveyed hereby.

Parcel 2:

A perpetual and exclusive easement in and to Garage Unit Number 6114RC2 as delineated on survey attached as Exhibit "A" to Declaration of Condominium recorded as document 22,925,344 and as set forth in amendments thereto recorded as document numbers 22,937,531 and 22,939,426.

EXHIBIT "A"

which has the address of 1451 Seven Pines Court, Unit C-2, Schaumburg, Illinois 60193 (herein "Property Address");
(Street) (City) (State and Zip Code)

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 unencumbered, 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.

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

- 1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, preparation and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.
- 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 are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attach priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, insuring and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.
- 3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.
- 4. Charges, Taxes, Borrower and Lender.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall promptly discharge any lien which has priority over this Mortgage, provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith consent such lien by or default enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
- 5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require, provided that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage. The insurance carrier provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.
- 6. Preservation and Maintenance of Property; Leasehold; Condominium; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and consistent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- 7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements involving a bankruptcy or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disbursements and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

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