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

ASSIGNMENT OF MORTGAGE

91 535 451

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 25228355 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 TRAM 3380 10/15/91 10:31:00  
#9502 # \*-91-535451  
COOK COUNTY RECORDER

RESOLUTION TRUST CORPORATION,  
Conservator of CLYDE FEDERAL SAVINGS ASSOCIATION

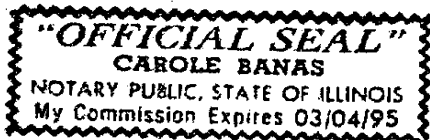
By: [Signature]  
Name: John L. DeLaGrange  
Title: Managing Agent

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.

[Signature]  
Notary Public



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

91 535 451  
91535451

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Property of Cook County Clerk's Office

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Please return document to:  
MOUNT PROSPECT FEDERAL  
SAVINGS AND LOAN ASSOCIATION  
15 E. PROSPECT AVENUE  
MOUNT PROSPECT, ILLINOIS 60056

25228355

This instrument was prepared by:

Rose Marie Loch  
15 E. Prospect Avenue  
Mt. Prospect, IL. 60056  
(Address)

075/EC-7198

## MORTGAGE

Loan No. 10875/2719

THIS MORTGAGE is made this 2nd day of November, 1979 between the Mortgagor, Henry E. Niedzwiecki and Anna M. Niedzwiecki, his wife, (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 five thousand and 00/100 (\$25,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 2, 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 November 1, 2008.

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:

The South 75 feet of Lot 2 in Block 3 in Arlington Farms a Subdivision of the East 60 acres of the West half of the North East quarter of Section 29, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

12<sup>00</sup>

EXHIBIT A

FIN # 03-29-203-007-0000

COOK COUNTY CLERK  
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which has the address of 832 North Beverly Lane, Arlington Heights, Illinois 60004 (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.

BOX 888

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**1. Payment of Principal and Interest.** Borrower and Lender covenant and agree as follows:  
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 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 accrue over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments for mortgage and bills and reasonable estimates thereof.  
The Funds shall be held in an institution (the depository or account of which are insured or guaranteed by a Federal or state agency (including Lender) if Lender is such an institution) and shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying 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 debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.  
If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to 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 as they fall due, such excess shall be, at Borrower's option, either promptly paid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.  
**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 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; Lien.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may accrue a 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 make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. 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 or 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 contest such lien by, or defend 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, against loss by the 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 providing the insurance shall be chosen by Borrower subject to approval by Lender; 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.  
All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.  
Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, when due, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds as Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.  
Unless Lender and Borrower otherwise agree in writing, any such application of proceeds of insurance shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.  
**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; 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 governing the development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development 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 or proceedings involving a bankruptcy or decedent, then Lender at Lender's option, upon notice to Borrower, may make such arrangements, disburse such sums 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

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