

UNOFFICIAL COPY

91535624

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

ASSIGNMENT OF MORTGAGE

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 NEW WEST FEDERAL SAVINGS AND LOAN ASSOCIATION ("Assignee"), its successors and assigns any interest the Assignor may have/ in a mortgage/ deed of trust/ recorded as Document number 21 966 465 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  
. T47777 TRAN 3380 10/15/91 11:18:00  
. 9679 \* -91-535624  
. COOK COUNTY RECORDER

RESOLUTION TRUST CORPORATION,  
Conservator of CLYDE FEDERAL SAVINGS ASSOCIATION

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

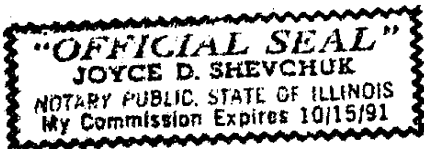
91535624

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.

Joyce D. Shevchuk  
Notary Public



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

91535624

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Property of Cook County Clerk's Office

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THIS INDENTURE WITNESSETH: That the undersigned

NORMAND L. LETOURNEAU AND RITA LETOURNEAU, his wife

of the Village of Oak Lawn, County of Cook, State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

PUBLIC SAVINGS AND LOAN ASSOCIATION OF CHICAGO

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

Parcel No. 1 - The South half of Lot 4 and all of Lot 5 in Block 7 in Palos Gateway, being a subdivision of Lots 9 and 16 in the School Trustees' Subdivision of Section 16, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 10808 South LaCrosse Avenue, Oak Lawn, Illinois.
Parcel No. 2 - Lot 53 (except the East 13 feet thereof) and Lot 52 in the Subdivision of Lot 8 in David Hunter's Subdivision of the Northwest quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 2155 West 82nd Place, Chicago, Illinois. PIN # 24-16-406-057-0000

NOTE:

March 9, 1973. Parcel No. 2 described herein has been released from this mortgage and from the Note secured by this mortgage.

Executive Officer

700

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, venetian blinds, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises, which are hereby pledged, assigned, transferred and set over unto the Mortgagee

TO HAVE AND TO HOLD all of said property unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of FORTY EIGHT THOUSAND AND NO/100ths

Dollars (\$ 48,000.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of THREE HUNDRED THIRTY TWO AND NO/100ths or more DOLLARS (\$ 332.00 or more on the first day of each month, commencing with January 1st, 1973 until the entire sum is paid.

EXHIBIT "A"
In the event of a sale, transfer, or exchange of the premises herein by the mortgagors the whole of said principal shall become due and payable without notice at the option of the legal holder hereof.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor.

(2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee. Such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee as its interest may appear.

(3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; to comply with all requirements of law with respect to the mortgaged premises and the use thereof;

(4) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage, to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

153562A

21 960 405

Box 919

MORTGAGE

JAN 30 1972 9 05 AM

COOK COUNTY, ILLINOIS FILED FOR RECORD

21960405

ADDRESS OF PROPERTY: 10808 So. Leclerc Ave. Oak Lawn, Illinois LE TORMEAD, Normand L.

Loan No. 3779-1

TO

RECORDED OF DEEDS

My Commission Expires January 18, 1973

WILLIAM A. HOPKINS Notary Public

DO HEREBY CERTIFY that NORMAND L. LETOURNEAU AND RITA LETOURNEAU, his wife personally known to me to be the same person(s) (whose name(s) (s) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of redemption.

WILLIAM A. HOPKINS } COUNTY OF COOK } STATE OF ILLINOIS

NORMAND L. LETOURNEAU (SEAL) RITA LETOURNEAU (SEAL) A. D. 1972 June day of

IN WITNESS WHEREOF, the undersigned do hereunto set their hands and seals this TWENTY-SEVENTH day of June A. D. 1972

which may be paid or incurred by... either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the party hereto... (1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagee will repay upon demand any moneys paid or disbursed by the Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose not to do any act hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder; (2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagee at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advance shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section A(4) above, or for other purpose; (3) That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation, or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagee, or if the Mortgagee shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagee abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagee, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee, and said Mortgagee, upon default in any covenant of this mortgage or on any payment on the obligation which it secures, may also immediately take possession of said premises, collect the rents, secure tenants, and maintain said premises in any manner necessary, and during the period of redemption, if any there may be, and may also immediately proceed to foreclose this mortgage, and in any foreclosing sale may be made of the premises en masse without offering the several parts separately; (4) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, and without notice to the Mortgagee, or any party claiming under him, appoint a receiver with power to manage and rent and to collect the rents, issues, and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied for as well as after the Master's sale toward the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the payment of such receiver'ship, or on any deficiency decree whether there be a decree in personam or not, such receiver may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of