

0110951056

UNOFFICIAL COPY

91538929

MAIL TO:
MID-CITY NATIONAL BANK
7222 W. CERMAK ROAD
NORTH RIVERSIDE, IL 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 * FEDERAL HOME LOAN MORTGAGE CORPORATION * ("Assignee"), its successors and assigns any interest the Assignor may have/ in a mortgage/ deed of trust/ recorded as Document number 24390178 covering the property in said mortgage as shown on attached Exhibit "A".

IN WITNESS WHEREOF, this Assignment has been executed this day of 31 MAY, 1991.

RESOLUTION TRUST CORPORATION,
Conservator of CLYDE FEDERAL SAVINGS ASSOCIATION

By: [Signature]
Name: ROBERT W. ROPA
Title: Chief Financial Officer

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ACKNOWLEDGEMENT

DEPT-01 RECORDING \$13.00
T#6666 TRAN 6784 10/16/91 10:18:00
#8172 # *-91-538929
COOK COUNTY RECORDER

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

The foregoing instrument was acknowledged before me this 31 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

"Official Seal"
LAURA SZORNY, NOTARY PUBLIC
Cook County, State of Illinois
My commission expires 10/3/91

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WILL CALL

15 28

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Property of Cook County Clerk's Office

UNOFFICIAL COPY

MORTGAGE

29 35105
011035-105L

THIS INDENTURE WITNESSETH: That the undersigned,

ANTHONY J. BRIAN AND MARILYN K. BRIAN, HIS WIFE

of the CITY OF COUNTRYSIDE County of COOK State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

CLYDE 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, situated in the County of COOK in the State of Illinois, to wit:

LOT 303 AND THE SOUTH 15 FEET OF LOT 304 IN GEORGE F. NIXON AND COMPANY'S TERMINAL ADDITION TO WESTCHESTER IN THE NORTH HALF OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

12.00

1342 Portsmouth
Westchester, IL 60154
15-21-109-668

DR 000 @ 2000
11.5.109.67
PART # 147

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, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, 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, whether now due or hereafter to become due under any agreement in writing or verbal and whether it is now or may be hereafter existing or which may be made by the Mortgagee under the power herein granted to it; it being the intention hereof (a) to pledge said rents, issues and profits on a parity with and real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take exclusive possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when earned and use such moneys, whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agencies or other employees, site or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose here stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorneys' fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness hereby secured is paid, and the Mortgagee, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness hereby secured is paid in full or until the delivery of a Master's Deed or Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but if no deed is issued then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have or without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment 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 Mortgagee 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 to the sum of

***FIFTY-THREE THOUSAND AND NO /100 *** Dollars \$ 44900.00, which note, together with interest thereon as provided by said note, is payable in monthly installments of ***THREE HUNDRED FIFTY-FOUR AND 64/100 *** Dollars \$ 354.04, on the 15th day of each month commencing with APRIL 01, 1971 until the entire sum is paid.

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.

THIS INSTRUMENT WAS PREPARED BY:

Vincent E. G. [Name] [Address]

211 [Address]

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