

UNOFFICIAL COPY 32657-9

91627586 ASSIGNMENT OF MORTGAGE

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8761611

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 without recourse and without any warranties, any interest the Assignor may have /in a mortgage/deed of trust/ recorded as document number 23 051 546 covering the property in said mortgage as shown in attached Exhibit "A".

IN WITNESS WHEREOF, this Assignment has been executed this day of 15th February, 1991.

RESOLUTION TRUST CORPORATION,
Conservator of CLYDE FEDERAL SAVINGS ASSOCIATION

by William R. Shoyer
Name: WILLIAM R. SHOYER
Title: Manager, Real Estate Owned

ACKNOWLEDGEMENT

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

DEPT. OF RECORDING #12.00
TICKETS FROM 3/11/89/91 1500000
31627586-91-627586
RECORDING

The foregoing instrument was acknowledged before me this 15th day of February, 1991, by the above named individual who is authorized to execute this document under Delegation of Authority by I. O. Hermida, Managing Agent for RESOLUTION TRUST CORPORATION, as Conservator of CLYDE FEDERAL SAVINGS ASSOCIATION.



Carole Banas
Notary Public

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

RECORD & RETURN TO: AMS - L. Soule
231 East Avenue
Albion, NY 14411-1678

91627586

1300

UNOFFICIAL COPY

1/20/2021 10:21:21

Property of Cook County Clerk's Office

1/20/2021 10:21:21

PROPERTY CONTROL
BANK ACCOUNT
1/20/2021 10:21:21

UNOFFICIAL COPY
MORTGAGE

16-32-657-9
051 548

THIS INDENTURE WITNESSETH: That the undersigned,

Michael P. Fusiek and Deborah L. Fusiek, his wife

of the Town of Cicero 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,
referred to as the Mortgagee, the following real estate, situated in the County of Cook
in the State of Illinois, to wit:

Lot one hundred forty-three (143) in Austin Blvd. Manor Subdivision of that part of
the East half of the West half of the North East quarter lying South of the Chicago
Madison and Northern Railroad of Section thirty-two (32), Township thirty-nine (39)
North, Range thirteen (13) East of the Third Principal Meridian, in Cook County,
Illinois.

APR 16 63 71 470 AM

Property of

EXEMPTION "A"

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 condi-
tioning, 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 Mort-
gagor, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy
of said property, or any part thereof, whether said lease or agreement is written 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 here-
of (a) to pledge said rents, issues and profits on a parity with said 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 measures whether legal or equitable as it may deem proper to
enforce collection thereof, employ realty agencies or other employees, alter or repair said premises, buy furnishings and equip-
ment 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 herein stated to secure which a lien is hereby cre-
ated 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 pro-
ceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured
hereby 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 secured hereby
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 be issued then until the expiration of the statutory period during which it may be issued. Mort-
gagor 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 had 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.

91627586

23 051 548

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 Home-
stead 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

Twenty-six Thousand and no/100 Dollars (\$ 26,000.00), which note,

together with interest thereon as provided by said note, is payable in monthly installments of

Two Hundred Nine and 37/100 Dollars (\$ 209.37)

on the first day of each month commencing with June 1, 1975 until the entire sum is paid.

PIN# 16-32-016-002
2414 38 58th Avenue
Cicero, IL

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 fu-
ture advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

THIS INSTRUMENT WAS PREPARED BY:
Vincent F. Giuliano, Resident Counsel
7222 WEST CERMAK ROAD
NORTH DAVENPTE, ILLINOIS 60515