23 740 497 OHOFFICIAL COPY 01/0337352

THIS INDENTURE WITNESSETH: That the undersigned, Melvin F. Gertz, a bachelor of the City of DesPlaines County of Cook State of Minola, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to CLYDE SAVINGS AND LOAN ASSOCIATION	
TINE GROAD COS	mises hereby mortgaged is contained in Rider attached reof. Colored to the contained in Rider attached reof.
a backelor	to CLYDE SAVINGS AND LOAN ASSOCIATION

dated October 11,

, together with a perpetual and exclusive easement in and to Unit Number 3-4-37-R-C-1 garage unit #G-3-4-37-R-C-1 , 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 Merid on (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, unda. 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 22925344 and as set forth in amendments thereto, together with a percentage of the common elements appurtenant to said Units as set forth in said Declaration in accordance with Amended Declaration, and together with additional common elements as such Amended Declarations are filed of record, in the percentagie 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.

Mortgagor also hereby grants to mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the mints and essements for the benefit of said property set forth in aforementioned Declaration.

This wortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

unless commenced within sixty days after Mortgagee's possession ceases.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, appuratus 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 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 Four Hundred and no/100*** Dollars (\$26,400.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of ***Two Hundred Four and 55/100***

To secure performance of the agreement in said note, which is hereby incorporated serein and made a part hereof, and which provides, at the sole option of the mortgagee, or an additional monthly payment of one-twelfth (1/12th) of any assessment against the ortgagor by reason of the mortgaged premises being or becoming a portion of property dministered under that certain type or method of co-operative ownership commonly known s "condominium" or becoming subject to the provisions of the Illinois Statute commonly nown as the "Condominium Property Act", as amended from time to time.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part erect, 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 furge advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

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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 without recourse and without any
warranties, and interest the Assignor may have /in a mortgage/deed of trust/
recorded as document number 33 796 997 covering the property in said
mortgage as shown of littached 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

ГУ

Natar:

WILLIAM R. SHOYER

Title

Manager, Real Estate Owned

RECORDINGS TRAM 3914

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ACKNOWLEDGEMENT

STATE OF ILLINOIS

COUNTY OF COOK

98.

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, Maleging Agent for RESOLUTION TRUST CORPORATION, as Conservator of CLYDE FEDERAL SAVINGS ASSOCIATION.

"OFFICIAL SEAL"
CAROLE BANAS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 2/27/91

Notary Public

RECORD & RETURN TO: AMS - L. Soule 231 East Avenue Albion, NY 14411-1678 THIS INSTRUMENT WAS PREPARED BY: RTC Resident Counsel Clyde Federal Savings Association 7222 W. Cermak Rd. North Riverside, IL 60546 91627597

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