

# UNOFFICIAL COPY

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**91627599** 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, any interest the Assignor may have /in a mortgage/deed of trust/ recorded as document number 23 594 867 covering the property in said mortgage as shown on 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

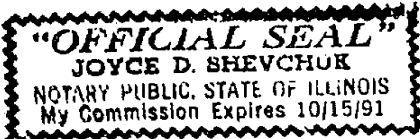
By: [Signature]  
Name: ROBERT W. ROPA  
Title: Chief Financial Officer

ACKNOWLEDGEMENT

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

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.

[Signature]  
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

91627599

1300

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Property of Cook County Clerk's Office



23 594 807

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## MORTGAGE

55364

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**THIS INDENTURE WITNESSETH:** That the undersigned,

Antonio L. Diaz and Julia M. Diaz, his wife

of the City of Chicago 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 thirty-five (35) in block three (3) in W. F. Kaiser and Company's Arcadia Park, a subdivision of the South West quarter (¼) of the North West quarter (¼) of section twenty (20), Township thirty-nine (39) North, range thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois.

1418 S. Caylor Ave.  
Berwyn IL  
PIN# 16 20 116 064

12<sup>00</sup>

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-floor 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 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 hereof (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 renting agencies or other employees, after 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 herein 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 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. 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 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.

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 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

\*\*\*Thirty Thousand Eight Hundred and no/100\*\*\* Dollars (\$ 30,800.00 ), which note,

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

\*\*\*Two Hundred Forty-four and 06/100\*\*\* Dollars (\$ 244.06 )

on the first day of each month commencing with September 1, 1976 until the entire sum is paid.

23 594 807 7599

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 F. Giuliano, Resident Counsel  
7222 WEST CERMAK ROAD  
NORTH RIVERSIDE, ILLINOIS 60546