

UNOFFICIAL COPY

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ASSIGNMENT OF MORTGAGE

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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 23 574/ 886 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] ROBERT W. ROPA Chief Financial Officer

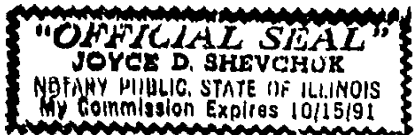
ACKNOWLEDGEMENT

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

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

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



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

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

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1300

UNOFFICIAL COPY 23 574 886 6 24 43

MORTGAGE

166M
73
64
JUL 27

THIS INDENTURE WITNESSETH: That the undersigned,
Wayne Tanney, a bachelor, of the Village of Lyons, County of Cook, State of Illinois and
Nanci A. Micotich, a spinster
of the Village of Stickney, 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 twelve (12) in Block three (3) in Komarek's West 22nd Street Third Addition being a
Subdivision of the East half of the North West quarter of Section twenty-six (26),
Township thirty-nine (39) North, Range twelve (12), East of the Third Principal Meridian
in Cook County, Illinois.

Property of
11th St
North Riverside, Ill.

12.00

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-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 Mort-
gagee, 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 renting 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-
gagee 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 Hom-
estead 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-Four Thousand Five Hundred and no/100 Dollars (\$ 34,500.00), which note,
together with interest thereon as provided by said note, is payable in monthly installments of
Two Hundred Seventy-Three and 38/100 Dollars (\$ 273.38)
on the first day of each month commencing with September 1, 1976 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 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. Giullano, Resident Counsel
7222 WEST CERMAK ROAD
NORTH RIVERSIDE, ILLINOIS 60546

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23 574 886