WHEREAS, the OFFISE OF THRIFT SUPERVISION, pursuant to Section 5(d)(2) of the HOME OWNERS' LOAN ACT of 1933 and by ORDER NO. 91-475 dated August 16, 1991, appointed the RESOLUTION TRUST CORPORATION OF RECEIVER OF UNITED SAVINGS OF AMERICA ("Assignor"), successor in interest to UNITED SAVINGS ASSOCIATION OF AMERICA, GUARDIAN SAVINGS AND LOAN ASSOCIATION, GRUNWALD SAVINGS AND LOAN ASSOCIATION, UNITED SAVINGS AND LOAM ASSOCIATION, RELIANCE FEDERAL SAVINGS AND LOAM ASSOCIATION, FIRST SAVINGS AND LOAN ASSOCIATION OF SYCAHORE, WORTH FEDERAL SAVINGS AND LOAN ASSOCIATION, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF TAYLORVILLE, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF BERWYN, ADVANCE SAVINGS AND LOAN ASSOCIATION, FAIRWAY SAVINGS AND LOAN ASSOCIATION, and WEST FULLMAN SAVINGS AND LOAN ASSOCIATION;

NOW, THEREFORE, the RESOLUTION TRUST CORPORATION, as RECEIVER of UNITED SAVINGS OF AMERICA, for value received does hereby grant, sell, assign, transfer, set over and convey to GMAC MORTGAGE CORPORATION OF JOWN Unthout any warranties, any interest ("Assignee"), the Assignor may have in a Mortgage dated ODTOBER 22, 1990, made and executed by EFRAIN CARDENAS AND RAFAELA CARDENAS, HUSBAND AND WIFE AND JOSE CARDENAS, MARRIED TO HORTENSIA CARDETAS OF MOTTBOSOT(S), TO LIBERTY MORTGAGE COMPANY OF NORTH AMERICA, QS Montgagee, given to secure the obligations evidenced by a Note given by the Hortgogor(x) to the Mortgagee, and recorded OCTOBER 29, 1990, in the office of the Recorder of COOK Courty. State of ILLINOIS, in Book at Page, as Document No. 90527311, covering the property described in Exhibit A attached hereto, together with the Note, debt and claim secured by the Mortgage.

IN WITNESS WHEREOF, this ASSIGNMENT has been executed this 29th day of October.

REJOLUTION TRUST GORPORATION

ON RECEIVER OF AMERICA

THOMAS J. KELLY ATTORNEY-IN-FACT, PURSUANT TO POWER OF ATTORNEY DATED 10-29-91

ACKNOWLED GEMENT

DEPT-01 RECORDING

T\$2222 TRAN 4218 12/27/91 14:30:00 \$8583 \$ *-91-685285 COOK COUNTY RECORDER

STATE OF ILLINOIS

COUNTY OF COOK

THOMAS J. KELLY ATTURNEY-IN-FACT, FURSUANT TO

On this 29th day of October, 1991, before me appeared POWER OF ATTORNEY DATED 10-29-91 me personally known, who, buthy duly sworn, the tay that sylle # for RESOLUTION TRUST CORPORATION. OF FIGRIVER of UNITED SAVINGS OF AMERICA, and that the Instrument was signed for the purposes contained therein on behalf of the Corporation, and by authority of the forporation. and some further acknowledged the Instrument to be the free act and deed of the Corporation of RECEIVER of UNITED SAVINGS OF AMERICA.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal

the day and year first above written.

ublic

My Commission Expires:

This Instrument was prepared by:

Robin Hennig, Asset Marketing RESOLUTION TRUST CORPORATION. OR RECIEVER OF UNITED SAVINGS OF AMERICA 25 Northwest Point Blvd. Ela Grove Village, IL 60007

"OFFICIAL SEAL" VALENTINA BARBIAS Notary Public, State of Illinois My Commission Expires 3/11/34

\$13.00

UNOFFICIAL COPY

Property or Cook County Clerk's Office

and the Day and Safe

OAK WOUNTE

111

EXHIBIT

9000604 State of Illinois 025835058 - [Space Above This Line For Recording Data] MORTGAGE

FHA Case No.

131-6189295-703B

THIS MORTGAGE ("Security Instrument") is made on

OCTOBER 22

. 19 90

EFRAIN CARDENAS AND RAFAELA CARDENAS, HUSBAND AND WIFE AND JOSE CARDENAS, MARRIED TO HORTENSIA CARDENAS**

32.9 NORTH KIMBALL whose address is CHICAGO, ILLINOIS 60618

. ("Borrower"). This Security Instrument is given to

LIBERTY MORTGAG", COMPANY OF NORTH AMERICA which is organized and existing on ler the laws of THE STATE OF

ILLINOIS

, and whose

address is 3407 WEST LAWRENCE, CHICAGO, ILLINOIS 6%625

("Lender"). Borrower owes Lender the principal sum of

. This (ecurity Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

County, Illinois:

LOT 5 IN BLOCK 7 IN RACE'S SUBDIVISION OF THE EAST HALF OF THE NORTH WEST QUARTER OF THE NORTH EAST QUARTER AND THE WEST HALF OF NORTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 23,

THE NORTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 23,

TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE TITTO PRINCIPAL MERIDIAN

LYING NORTH OF ELSTON ROAD IN COOK COUNTY, 11LINO 15,7777 TRAN 7072 10/29/90 14:30:00

#5670 # © *->0-527311

COOK COUNTY RECORDER

13-23-213-005

**HORTENSIA CARDENAS IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS
which has the address of 3849 NORTH KIMBALL. CHICAGO
[Street, City]

Illinois 60618

3849 NORTH KIMBALL, CHICAGO [ZIP Code]; ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

tara de caracidado estadan como tacidado e e

Detry or Coot County Clert's Office