

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

91686119

WHEREAS, the OFFICE OF THRIFT SUPERVISION, pursuant to Section 501(2) of the HOME OWNERS' LOAN ACT of 1973 and by ORDER NO. 91-495 dated August 15, 1991, appointed the RESOLUTION TRUST CORPORATION as RECEIVER OF UNITED SAVINGS OF AMERICA ("Assignor") successor in interest to UNITED SAVINGS ASSOCIATION OF AMERICA, GUARDIAN SAVINGS AND LOAN ASSOCIATION, BRUNWALD SAVINGS AND LOAN ASSOCIATION, UNITED SAVINGS AND LOAN ASSOCIATION, RELIANCE FEDERAL SAVINGS AND LOAN ASSOCIATION, FIRST SAVINGS AND LOAN ASSOCIATION OF SYCAMORE, NORTH FEDERAL SAVINGS AND LOAN ASSOCIATION, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF TAYLORVILLE, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF BERLIN, ADVANCE SAVINGS AND LOAN ASSOCIATION, FAIRWAY SAVINGS AND LOAN ASSOCIATION, and WEST FULLMAN SAVINGS AND LOAN ASSOCIATION;

AND, 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 EMAC MORTGAGE CORPORATION OF IOWA ("Assignee"), its successors and assigns, without recourse and without any warranties, any interest the Assignor may have in a mortgage dated MARCH 21, 1985, made and executed by LEONARD L. WAGNER AND FRANCES WAGNER, HUSBAND AND WIFE, as mortgagor(s), to UNITED SAVINGS OF AMERICA, as Mortgagee, given to secure the obligations evidenced by a Note given by the mortgagor(s) to the Mortgagee, and recorded MARCH 10, 1985, in the office of the Recorder of Cook County, State of ILLINOIS, in Book _____ at Page _____, at Document No. 86093369, 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, 1991.

RESOLUTION TRUST CORPORATION
as RECEIVER of
UNITED SAVINGS OF AMERICA

By [Signature]

ATTORNEY IN FACT
POWER OF ATTORNEY DATED 08/29/91

ACKNOWLEDGEMENT

STATE OF ILLINOIS
COUNTY OF COOK

DEPT-01 RECORDING \$13.00
T#2222 TRAM 4238 12/27/91 16:07:00
#8910 # 91-686119
COOK COUNTY RECORDER

On this 29th day of October, 1991, before me appeared _____
to be personally known, who being duly sworn, did say that s/he
for RESOLUTION TRUST CORPORATION, as RECEIVER 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 Corporation,
and s/he further acknowledged the Instrument to be the free act and deed of the
Corporation as 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.

[Notary Seal]

Notary Public
My Commission Expires: 11/95

This Instrument was prepared by:

Robin Hennig, Asset Marketing
RESOLUTION TRUST CORPORATION,
as RECEIVER of UNITED SAVINGS OF AMERICA
25 Northwest Point Blvd.
Elk Grove Village, IL 60007

13.00

UNIFORM 5/108580/5

EXHIBIT A

86093359

[Space Above This Line For Recording Data]

MORTGAGE

208341

095824499

THIS MORTGAGE ("Security Instrument") is given on MARCH 6 19 86 The mortgagor is LEONARD L. WAGNER AND FRANCES WAGNER, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to UNITED SAVINGS OF AMERICA

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 4730 WEST 79TH STREET CHICAGO, ILLINOIS 60652 ("Lender").

Borrower owes Lender the principal sum of TWENTY FIVE THOUSAND AND NO/100---

Dollars (U.S. \$ 25,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 1996. This Security 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 7 to protect the security of this 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 COOK County, Illinois: THE NORTH 13 FEET OF LOT 132 AND THE SOUTH 17 FEET OF LOT 133 IN ROOD'S SUBDIVISION OF PART OF MARBACH'S SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

14-07-314-008-0000

Handwritten initials

CLERK'S OFFICE

86093359

which has the address of 4935 NORTH LEAVITT CHICAGO Illinois 60625 ("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 seised 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.