

UNOFFICIAL COPY

Loan Number
01105792

01-15-1992

RECORDED, MAIL TO:
OUTRAX ASSIGNMENT SERVICE
P. O. BOX 3829
FREDERICK, MD 21701

ASSIGNMENT OF MORTGAGE

DEPT-91 RECORDINGS \$23.00
1#9999 TRAN 9555 07/27/92 10:25:00
#2872 # *92-547588
COOK COUNTY RECORDER

STATE OF ILLINOIS
COUNTY OF COOK

92547588

FOR VALUE RECEIVED, the undersigned, The Resolution Trust Corporation, a corporation organized and existing under the laws of the United States of America, as Receiver of Horizon Federal Savings Bank, Wilmette, Illinois F/K/A First Federal Savings & Loan Association of Wilmette, Successor by merger to Guaranty Federal Savings & Loan Association F/K/A Glenview Guaranty Savings & Loan Association, Evergreen Federal Savings & Loan Association, F/K/A Evergreen Savings Association, and Lincoln Square Federal Savings & Loan Association, F/K/A Lincoln Square Savings Association, (the "Receiver"), does hereby grant, bargain, sell, convey, assign, and deliver unto HORIZON SAVINGS BANK, F.S.B., its successors and assigns all of the Receiver's right, title and interest in and to that certain Mortgage executed by CLIFFORD E. COX, JR AND SCENOBIAS COX, HIS WIFE in the principal sum of (\$ 57100.00) dated the 01 day of July, 1976 and recorded on the 07 day of July, 1976, in the office of the Recorder of Deeds of COOK County, State of ILLINOIS as Document Number 23548873 in Book N/A at Page N/A together with the debt secured, the Note and obligations therein described, all sums of money due or to become due thereon, with interest, and all interest of the undersigned in and to the lands and property conveyed by said Mortgage (see attached legal).

PIN#: 1023110047
PROPERTY ADDRESS: 3920 BRIENLEAF
SKOKIE, IL 60076

THIS ASSIGNMENT is made without recourse, warranties or representations of any kind.

TO HAVE AND TO HOLD UNTO the said HORIZON SAVINGS BANK F.S.B., its successor and assigns forever.

IN WITNESS WHEREOF, the said Receiver has caused this instrument to be executed, in its name by its duly authorized officer this 11th day of July, 1992.

RESOLUTION TRUST CORPORATION,
As Receiver of Horizon Federal
Savings Bank, Wilmette, Illinois

BY: Ralph C. Gibson
Ralph C. Gibson
Specialist-in-Charge
HORIZON FEDERAL SAVINGS BANK

STATE OF ILLINOIS) SS
COUNTY OF COOK)

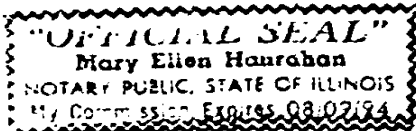
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I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT RALPH C. GIBSON, Specialist-in-Charge, of The Resolution Trust Corporation, as Receiver of Horizon Federal Savings Bank, Wilmette, Illinois who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such Specialist-in-Charge, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 11th DAY OF July, 1992.

BY: Mary Ellen Haurahan
Notary Public

AASB: 01744



LOAN NO. 1005792
COUNTY: COOK (A)



J# = 3551.S.01399

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Ill. S. & L. League 1944 Form No. 1 (1942)

This document prepared by Heidi Bronowska 990 River Drive, Glenview, Illinois

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MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned,

L 01005792

CLIFFORD E. COX, Jr. and SCENOBIJA COX, his wife

of the Village of Skokie County of Cook State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

GLENVIEW GUARANTY 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 21 and Lot 22 (except the North 10 feet thereof) in Block 8 in Dempster Crawford Manor, a Subdivision of that part of the North West quarter of Section 23, Township 41 North, Range 13, East of the Third Principal Meridian, West of East Prairie Road (except the South 17-1/2 chains, according to the Plat thereof recorded as Document No. 9025818, in Cook County, Illinois.**

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-a-door 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 declared 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 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.

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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 Fifty Seven Thousand One Hundred and NO/100-----Dollars \$57,100.00--- which note together with interest thereon as provided by said note, is payable in monthly installments of Four Hundred Sixty and NO/100-----Dollars \$ 460.00--- on the 15th day of each month commencing with August 15, 1976 until the entire sum is paid.

12.00

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.

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