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92733851
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MAIL TO, 1
MID-CITY NATIONAL BANK
7222 W. CERMAK ROAD
NORTH RIVERSIDE, IL 60546

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 any interest the Assignor may have/ in a mortgage/ deed of trust/ recorded as Document number 2623782 covering the property in said mortgage as shown on attached Exhibit "A".

IN WITNESS WHEREOF, this Assignment has been executed this day of 29 MAY, 1991.

92733851

RESOLUTION TRUST CORPORATION,
Conservator of CLYDE FEDERAL SAVINGS ASSOCIATION

By: Dorothy R. Bermal
Name: DOROTHY R. BERMEI.
Title: Manager, Savings Division

ACKNOWLEDGEMENT

DEPT-11 RECORD - T \$23.50
T#5555 TRAN 7206 10/02/92 11:09:00
#0459 # E #--92-733851
COOK COUNTY RECORDER

STATE OF ILLINOIS }
COUNTY OF COOK } as.

The foregoing instrument was acknowledged before me this 29 day of MAY, 1991, by the above named individual who is authorized to execute this document under Delegation of Authority by John DeLaGrange, Managing Agent for RESOLUTION TRUST CORPORATION, as Conservator of CLYDE FEDERAL SAVINGS ASSOCIATION.

"Official Seal"
LAURA SZUMNY, NOTARY PUBLIC
Cook County, State Of Illinois
My commission expires 10/9/91

Laura Szumny
Notary Public

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

River Valley Savings Bank, FSB
100 W. 22nd St., Suite 110
Lombard, Illinois 60148

ASB

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STATE OF ILLINOIS
CLERK OF THE SUPREME COURT

Property of Cook County Clerk's Office

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MORTGAGE

0110358234

THIS INDENTURE WITNESSETH: That the undersigned

LARRY G. BOITCHEE and MARY R. BOITCHEE, his wife

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

SUBURBAN 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 THREE -----(3)

In Hickory Highlands First Addition, being a Subdivision of part of the East Half(1/2) of the Northwest Quarter(1/4) of Section 2, Township 37 North, Range, 12, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on November 30, 1964, as Document Number 2184378.

EXHIBIT "A"

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, window shades, storm doors and windows, floor coverings, screen doors, venetian blinds, 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.

TO HAVE AND TO HOLD all of said property 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 ONE THOUSAND FIVE HUNDRED and no/100ths----- Dollars (\$ 31,500.00), which note,

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

TWO HUNDRED TWENTY ----- and no/100ths ----- DOLLARS (\$ 220.00)

on the **1st** day of each month, commencing with **June 1st, 1965** until the entire sum is paid.

8941 S 85th CT HICKORY HILLS IL 60457 92733851

P. E. N. 23-02-103-017-0000

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.

A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor.

(2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee. Such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee as its interest may appear.

(3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; to comply with all requirements of law with respect to the mortgaged premises and the use thereof;

(4) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

B. MORTGAGOR FURTHER COVENANTS:

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(1) That in the case of failure to perform any of the covenants herein, the Mortgagor may do on the Mortgagee's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any moneys paid or disbursed by the Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section A(4) above, or for either purpose;

(3) That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately;

(4) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, and without notice to the Mortgagor, or any party claiming under him, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the Master's sale, toward the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, such receiver may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of seven per cent (7%) per annum, which may be paid or incurred by or on behalf of the Mortgagee and deemed by the Mortgagee to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this **16th**

22
May
day of _____, A. D. 19 **72**

Larry C. Boettcher
Larry C. Boettcher (SEAL)

Mary E. Boettcher
Mary E. Boettcher (SEAL)

STATE OF ILLINOIS
COUNTY OF **Cook**

I, **Richard E. Hank**, a Notary Public in and for said county, in the State aforesaid,

DO HEREBY CERTIFY that **Larry C. Boettcher and Mary E. Boettcher, his wife** personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **they** signed, sealed and delivered the said instrument as **their** free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal, this **16th** day of **May**, A. D. 19 **72**

Richard E. Hank
Richard E. Hank
Notary Public

My Commission Expires **6-12-75**

92733851

2623782

Box **2623782**
MORTGAGE

LARRY BOETTCHER and
MARY E. BOETTCHER, His wife

COURT CLERK, ILLINOIS

May 17 3 33 PM '72

SUBURBAN
Savings and Loan Association

Berwyn, Illinois

6625782
2623782

Loan No. **P.J. 660**

TRUSTEES DUPLICATE
CENTRAL
TRUST AND SAVINGS BANK
INCORPORATED IN ILLINOIS
64 West 26th Street
Berwyn, Illinois 60402
OSTAPA

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AFFIDAVIT OF NOTIFICATION
OF ASSIGNMENT OF MORTGAGE

We, River Valley Savings Bank, FSB, as agent for the Federal Home Loan Mortgage Corporation, of the mortgage registered as document number 2623782, being first duly sworn upon oath, states:

1. That notification was given to Larry C Boettcher
Larry C Boettcher
at 8941 S 85th Ct, Hickory Hills IL 60457, who are owners of record on Certificate No. 1143398, and mortgagors on document number 2623782, that the subject mortgage was being assigned.
2. That presentation to the Registrar of filing of the assignment of mortgage would cause the property to be withdrawn from the Torrens system and recorded with the Recorder of Deeds of Cook County.

I, Sharon Kristof, declare under penalties of perjury that I have examined this form and that all statements included in this affidavit to the best of my knowledge and belief are true, correct, and complete.

Sharon Kristof
River Valley Savings Bank, FSB
Sharon Kristof,
Senior Vice President

Subscribed and sworn to before
me by the said Sharon Kristof, Sr. VP
this 28th day of AUGUST
1992

Cynthia A. Higley
Notary Public

"Official"
Cynthia A. Higley
Notary Public, State of Illinois
My Commission Expires 5/19/96

92733851