

WHEREAS, the OFFICE OF TRUSTEES, pursuant to Section 5(d) (2) of the HOME EMERGENCY ACT OF 1981 and by ORDER NO. 91-491 dated August 15, 1991, appointed the RESOLUTION TRUST CORPORATION as RECEIVER for United Savings of America (1) successor by merger to North Federal Savings and Loan Association; (2) successor by merger to Fidelity Federal Savings and Loan Association of Berwyn; (3) successor by merger to First Federal Savings and Loan Association of Taylorville; and (4) successor by name change to United Savings Association of America, which is (a) a successor by merger to First Savings and Loan Association of Eyramore and (b) a successor by name change to Guardian Savings and Loan Association, which is (i) a successor by merger to Peotone Federal Savings and Loan Association, (ii) a successor by merger to General Savings and Loan Association, which is (x) a successor by merger to Advance Savings and Loan Association; and (iii) a successor by merger to United Savings and Loan Association, which is (y) a successor by merger to Great Lakes Savings and Loan Association and (z) a successor by merger to Fairway Savings, which is a successor by name change to West Fullerton 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 America's Mortgage Servicing Inc. ("Assignee"), its successors and assigns, without recourse and without any warranties, any interest the Assignor may have in a mortgage dated SEPTEMBER 20, 1978, made and executed by ROBERT W. BROWN AND ROBERTA L. BROWN, HIS WIFE, as mortgagor(s), to GUARDIAN SAVINGS AND LOAN ASSOCIATION, as mortgagor, given to secure the obligations evidenced by a Note given by the mortgagor(s) to the mortgagor, and recorded OCTOBER 10, 1978, in the office of the Recorder of Deeds, County, State of ILLINOIS, in Book, at Page, as Document No. 8811678, 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 4th day of November, 1991.

RESOLUTION TRUST CORPORATION
as RECEIVER of
UNITED SAVINGS OF AMERICA

By: [Signature]
Name: **ROGER L CARPENTER**
Title: **ATTORNEY-IN-FACT, PURSUANT TO
POWER OF ATTORNEY DATED 10-29-91**

92772378

ACKNOWLEDGEMENT

STATE OF ILLINOIS
COUNTY OF COOK

NOTARY RECORDING 923.50
11111 TRAM 0886 10/16/92 13:23:00
92772378 *92-772378
COOK COUNTY RECORDER

On this 4th day of November, 1991, before me appeared

ROGER L CARPENTER
ATTORNEY-IN-FACT, PURSUANT TO
POWER OF ATTORNEY DATED 10-29-91

whom I personally know, who being duly sworn, did say under oath that he is said attorney-in-fact for the RESOLUTION TRUST CORPORATION, as RECEIVER of UNITED SAVINGS OF AMERICA, and that the Instrument was signed and delivered for the purposes contained therein on behalf of the Corporation, and by authority of the Corporation, and he further acknowledged the Instrument to be the free act and deed of the Corporation as RECEIVER of UNITED SAVINGS OF AMERICA.

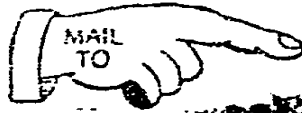
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

[Signature]
Notary Public
My Commission Expires:

"OFFICIAL SEAL"
ANN MARIE FRIEZE
Notary Public, State of Illinois
My Commission Expires 3/28/93

This Instrument was Prepared by:

Robin Harris, Assist Marketing
RESOLUTION TRUST CORPORATION
as RECEIVER of
UNITED SAVINGS OF AMERICA
15 Northwest Point Boulevard
112 Grove Village, IL 60007



Robert W. Brown
2437 W. DAKIN ST. 9350
Chicago ILL. 60618

UNOFFICIAL COPY

Property of Cook County Clerk's Office

ROBERT CARROLL JOHNSON
CHIEF CLERK, COOK COUNTY CLERK'S OFFICE
100 NORTH LAUREL STREET, CHICAGO, ILLINOIS 60602

870311276

COOK COUNTY CLERK'S OFFICE

EXHIBIT A MORTGAGE

52-3

THIS MORTGAGE is made this 30th day of September, 1972, between the Mortgagor, ROBERT W. BROWN AND ROBERTA L. BROWN, HIS WIFE

(herein "Borrower"), and the Mortgagee, GUARDIAN SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE STATE OF ILLINOIS, whose address is 3335 NORTH ASHLAND AVENUE, CHICAGO, ILLINOIS (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY TWO THOUSAND FIVE HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on OCTOBER 1, 1992;

To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

The West 10 Feet of Lot 65 and the East 20 Feet of Lot 66 in Haynes and Warrhead's Subdivision of Block 1 in Kinzie's Subdivision of the North East quarter of Section 24, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

13-24-305-009-0000

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92772575

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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate in the event this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly pre-

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Property of Cook County Clerk's Office