

UNOFFICIAL COPY

Prepared By L. Savage
Return To: Louella Savage
EMC Mortgage Corporation
Suite 500, 5th Floor
511 E. John Carpenter Frwy.
Irving, TX 75062-8189

92878756

ASSIGNMENT OF MORTGAGE OR BENEFICIAL INTEREST IN DEED OF TRUST

50193799

FOR VALUE RECEIVED, Resolution Trust Corporation, solely in its capacity as Receiver for Clyde Federal Savings Association, North Riverside, Illinois, or in its corporate capacity, as specified below, ("Assignor") does hereby grant, bargain, sell, assign, transfer and convey to EMC Mortgage Corporation ("Assignee"), whose address is 511 East John Carpenter FWY, Irving, TX, 75062, all of its right, title and interest in and to that certain Mortgage or Deed of Trust, a copy of which is attached hereto as Exhibit "A", which encumbers the real property more particularly described therein, together with all the indebtedness currently due and to become due under the terms of any promissory note or evidence of indebtedness secured thereby.

THIS ASSIGNMENT is made without recourse to Assignor and without representation or warranty by Assignor, express or implied.

RESOLUTION TRUST CORPORATION,
solely in its capacity as
Receiver for

Clyde Federal Savings Assoc-
iation, North Riverside,
Illinois

92878756

By: [Signature]
L. Reed, Attorney in Fact under Power
of Attorney dated September 2, 1992

STATE OF Florida)
COUNTY OF Dade)

SS. NOTARY PUBLIC IN AND FOR THE STATE OF FLORIDA
MY COMMISSION EXPIRES 11/23/92 14:20:00
STATE OF FLORIDA DEPARTMENT OF REVENUE
COUNTY RECORDS

The undersigned, a notary public in and for above said County and State, does hereby acknowledge that L. Reed as Attorney-in-Fact under Limited Power of Attorney dated September 2, 1992 of Resolution Trust Corporation, solely in its capacity as Receiver for Clyde Federal Savings Association, North Riverside, Illinois, or in its corporate capacity, as specified above, personally appeared before me this day, and being by me duly sworn, says that s/he, being informed of the contents, voluntarily executed the foregoing and annexed instrument for and on behalf of such entity.

WITNESS my hand and official seal, this 12th day of Octo-
ber, 1992.

[SEAL]

[Signature]
Notary Public for the State of
Florida
Residing At: Miami, Fla.
My Commission Expires: 11/1992

NOTARY PUBLIC IN AND FOR THE STATE OF FLORIDA
MY COMMISSION EXPIRES 11/23/92 14:20:00
STATE OF FLORIDA DEPARTMENT OF REVENUE
COUNTY RECORDS

182-3799

14

\$23.00E

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Property of Cook County Clerk's Office

of the court:

and the

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MORTGAGE

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50193799

EXHIBIT "A"

THIS INDENTURE WITNESSETH: That the undersigned

ROBERT E. YOUNG and JOAN W. YOUNG, His wife

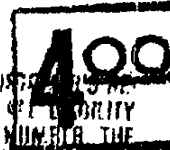
of the City of Berwyn County of Cook, State of Illinois,
hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

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:

The North half of Lot 44 in E.A. Cummings & Company's Ogden Avenue Subdivision
of Lots 63, 64, and 65 and the West 37 feet of Lots 66, 67, 68 all in the Circuit
Court Partition in Section 31, Township 39 North, Range 13, East of the Third
Principal Meridian, in Cook County, Illinois

10-31-104-030



THIS PROPERTY INDEX NUMBER IS BEING PROVIDED AT THE CUSTOMER'S REQUEST. THE SERVICE OF THE INDEXER OF RECORDS INCLUDING ALL LIABILITY OR RESPONSIBILITY FOR ANY ERROR OR INACCURACY IN THE NUMBER. THE CUSTOMER ACCEPTS ALL RESPONSIBILITY FOR THE CORRECTNESS OF THIS PROPERTY INDEX NUMBER.

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single unit 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-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 _____ Dollars (\$ 22,400.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of ONE HUNDRED SIXTY SEVEN and no/100ths DOLLARS (\$ 167.00) on the 1st day of each month, commencing with _____ until the entire sum is paid.

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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.

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