

ASSIGNMENT OF MORTGAGE

WHEREAS, the OFFICE OF THRIFT SUPERVISION pursuant to Section 5(d)(2) of the HOME OWNERS' LOAN ACT OF 1933 and by ORDER NO. 92-495 dated August 16, 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, GRUNWALD SAVINGS AND LOAN ASSOCIATION, UNITED SAVINGS AND LOAN ASSOCIATION, RELIANCE FEDERAL SAVINGS AND LOAN ASSOCIATION, FIRST SAVINGS AND LOAN ASSOCIATION OF SYCAMORE, WORTH FEDERAL SAVINGS AND LOAN ASSOCIATION, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF TAYLORVILLE, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF BERWYN, ADVANCE SAVINGS AND LOAN ASSOCIATION, FAIRWAY SAVINGS AND LOAN ASSOCIATION, and WEST PULLMAN SAVINGS AND LOAN ASSOCIATION; and also known as USA CONSUMER CREDIT CORPORATION; and USA CONSUMER CREDIT CORP.;

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 THE FEDERATION OF FINANCIAL INSTITUTIONS ("Assignee"), its successors and assigns without any warranties any interest the Assignor may have in a Mortgage and Adjustable Rate Rider dated October 19, 1984, made and executed by Russell J. Oberg and Hazel L. Oberg, Husband and Wife, as Mortgagor(s), to United Savings of America given to secure the obligations evidenced by a Note given by the Mortgagor(s) to the Mortgagee, and recorded October 27, 1984, in the office of the Recorder of Cook County, State of ILLINOIS, as Document No. 27304975 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 21 day of October, 1992.

RESOLUTION TRUST CORPORATION  
as RECEIVER of  
UNITED SAVINGS OF AMERICA

By: Charles E. Hurst  
Name: Charles E. Hurst  
Title: Field Site Manager, pursuant  
to Power of Attorney dated  
September 14, 1992

REC-01 RECORDING \$23.00  
T#0010 TRAN 6091 12/01/92 02:52:00  
#2342 # -92-899323  
COOK COUNTY RECORDER

ACKNOWLEDGEMENT

State of ILLINOIS  
County of Cook

On this 21<sup>st</sup> day of October, 1992, before me appeared Charles E. Hurst, Field Site Manager, pursuant to Power of Attorney dated September 14, 1992, for RESOLUTION TRUST CORPORATION, as RECEIVER of UNITED SAVINGS OF AMERICA, and that the Instrument was signed for the purposes contained therein of 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 by official seal the day and year first above written.

OFFICIAL SEAL  
MAE S. WILLIAMS  
Notary Public, State of Illinois  
My Commission Expires 3/13/96

Mae S. Williams  
Notary Public  
My Commission Expires: 5/13/96

RECORD AND RETURN TO:  
Payoff Department  
FEDERATION OF FINANCIAL  
INSTITUTIONS, INC.  
2138 South 61st Court  
Cicero, IL 60650-2086

This Instrument was prepared by:  
Lawrence E. Hamsing  
Resolution Trust Corporation as  
Receiver of United Savings of America  
4730 W. 79th St.  
Chicago, IL 60652

\$23.00 E

UNOFFICIAL COPY

Property of Cook County Clerk's Office

20250625

COOK COUNTY CLERK'S OFFICE  
2025 JUN 25 10:10 AM  
CHICAGO, ILLINOIS

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1984 OCT 23 AM 11:29

27304975

FNMA 200009034927304975

FPI 84 58 21483

1400

(Space Above This Line For Recording Data)

## MORTGAGE

206175

845821483

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 19 19 84 The mortgagor is RUSSELL J. OBERG AND HAZEL L. OBERG, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to UNITED SAVINGS OF AMERICA, AN ILLINOIS CORPORATION

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 NOVEMBER 1, 2013

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: LOT 2 IN BLOCK 4 IN RAVENSWOOD TERRACE BEING GEORGE C. FIELD'S SUBDIVISION OF THAT PART OF THE SOUTH WEST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1920 AS DOCUMENT NUMBER 67 15 638 IN COOK COUNTY, ILLINOIS.

PTIN 13-11-302-011-0000

which has the address of 5104 NORTH HAMLIN CHICAGO Illinois 60625 ("Property Address"): (Street) (City) (Zip Code)

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 seized 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.

49-70-3072F

ADP  
568992

92899823

27 304 975

UNOFFICIAL COPY

NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Russell J. Oberg (Seal)  
RUSSELL J. OBERG -Borrower

Hazel L. Oberg (Seal)  
HAZEL L. OBERG/HIS WIFE -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ [Space Below This Line For Acknowledgment]

STATE OF ILLINOIS, COOK County ss:

I, DONNA R. ADZMANN, a Notary Public in and for said county and state,

do hereby certify that RUSSELL J. OBERG AND HAZEL L. OBERG, HUSBAND AND WIFE

, personally known to me to be the same person(s) whose name(s) ARE

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that The X

signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 19<sup>th</sup> day of OCTOBER, 1984

My Commission expires: 2-3-86

PREPARED BY:

Donna R. Adzmann  
Notary Public

SALLY OSWALD  
STREAMWOOD, IL. 60103

RECORD AND RETURN TO:  
UNITED SAVINGS OF AMERICA  
1300 EAST IRVING PARK ROAD  
STREAMWOOD, ILLINOIS 60103

BOX 338

27-304 975

52555323