

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 FEDERAL HOME LOAN MORTGAGE CORPORATION ("Assignee"), its successors and assigns without any warranties any interest the Assignor may have in a Mortgage dated April 25, 1978, made and executed by Joseph H. Labno and Sandra L. Labno, his wife, as Mortgagor(s), to Fidelity Federal Savings and Loan Association of Berwyn given to secure the obligations evidenced by a Note given by the Mortgagor(s) to the Mortgagee, and registered May 8, 1978, in the office of the Registrar of Cook County, State of ILLINOIS, as Document No. 3015915 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 15 day of September, 1992.

RESOLUTION TRUST CORPORATION
as RECEIVER of
UNITED SAVINGS OF AMERICA

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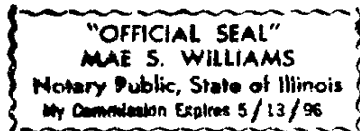
By: Charles E. Hurst
Name: Charles E. Hurst
Title: Field Site Manager, pursuant to Power of Attorney dated September 14, 1992

ACKNOWLEDGEMENT DEPT-11 RECORD T. \$25.00
T#3333 TRAN 9905 12/08/92 14:00:00
#1262 # C *-92-919864
COOK COUNTY RECORDER

State of ILLINOIS
County of Cook

On this 15th day of September, 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.



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:
Anne S. Chapman
Resolution Trust Corporation as
Receiver of United Savings of America
4730 W. 79th St.
Chicago, IL 60652

825.00

Box 215

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Property of Cook County Clerk's Office

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FHLMC # 075123223

This instrument was prepared by:
Jo Ann Cejka
(Name)
6532 West Cermak Road
(Address)

EXHIBIT A MORTGAGE

THIS MORTGAGE is made this 25th day of April 1978 between the Mortgagor, Joseph H. Labno and Sandra L. Labno, his wife and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF BERWYN, a corporation organized and existing under the laws of United States of America, whose address is 6532 West Cermak Road, Berwyn, IL 60402 (herein "Lender")

Principal sum of THIRTY FOUR THOUSAND AND 00/100ths Dollars, which indebtedness is evidenced by Borrower's note dated April 25, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2003

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 North (9) feet of Lot Nine, All of Lot Ten (10) in the Subdivision of Lot Nine (9), in Block Two (2), of Mandell and Hyman's Subdivision of the East Half (1/2) of the Northwest Quarter (1/4) and the West Half (1/2) of the Northeast Quarter (1/4) of Section 20, Township 39, North, Range 13, East of the Third Principal Meridian.

PIN # 16-20-201-017

1225 S. 59th Court Cicero, IL 60650
which has the address of (Street) (City)
(herein "Property Address");
(State and 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, 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 if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised 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 declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Jo Ann Cejka

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7. **Insurance.** If Borrower fails to perform the covenants and agreements contained in this Mortgage... Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and reasonable attorney's fees and entry upon the Property to make repairs.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property... If a condominium or planned unit development or other development is created or planned on the Property...

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require... The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof... Borrower shall promptly pay all taxes, assessments and other charges, fines and impositions attributable to the Property.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower... Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest... The Funds shall be held in an institution for the deposits or accounts of which are insured or guaranteed by a Federal or state agency.

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.

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 applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest... The Funds shall be held in an institution for the deposits or accounts of which are insured or guaranteed by a Federal or state agency.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower... Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

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AFFIDAVIT OF NOTIFICATION OF ASSIGNMENT OF MORTGAGE

I, Charles E. Hurst, as agent for the Assignor, of the mortgage registered as Document Number 3015915, being first duly sworn upon oath, states:

1. That notification was given to Joseph H. Labno and Sandra L. Labno, his wife, at 1225 S. 59th Court, Cicero, Illinois 60650 who are the owners of record on Certificate Number 1306474, and mortgagors on Document Number 3015915, 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, Charles E. Hurst, 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.

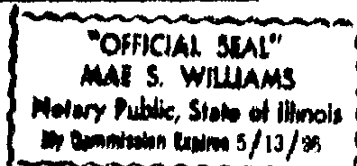


Charles E. Hurst, Field Site Manager
Resolution Trust Corporation as
Receiver for United Savings of America

Subscribed and sworn to before
me by and said Charles E. Hurst
this 15th day of September,
19 92.

Mae S. Williams

Notary Public
State of Illinois



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Property of Cook County Clerk's Office

