

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 August 1, 1986, made and executed by Miguel Gonzalez and Juana Gonzalez, 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 recorded August 13, 1986, in the office of the Recorder of Cook County, State of ILLINOIS, as Document No. 86350411 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

92S03265

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

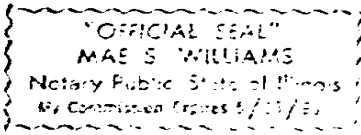
ACKNOWLEDGEMENT

109990 TRAN 5174 12/10/92 14:59 00
#2298 # * -72 -733265
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

2300

UNOFFICIAL COPY

8 6 3 5 5 3 6 3 5 0 4 1 1

COOK COUNTY, ILLINOIS
RECORD

1985 AUG 13 AM 10:38

86350411

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Handwritten:
14672-1
532282229

(Space Above This Line For Recording Date)

EXHIBIT A MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 1, 1986. The mortgagor is Miguel Gonzalez and Juana Gonzalez, his wife ("Borrower"). This Security Instrument is given to FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF BERWYN, ILLINOIS, which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is 6532 WEST CERMAK ROAD, BERWYN, ILLINOIS 60402 ("Lender"). Borrower owes Lender the principal sum of FIFTY-FOUR THOUSAND NINE HUNDRED AND 00/100 Dollars (U.S. \$ 54,900.00). 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 SEPTEMBER 1, 2016. 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 9 IN BLOCK 15 IN PARKHOLME, BEING A SUBDIVISION OF BLOCK 14 IN GRANT LAND ASSOCIATION RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

929-3265

PIN: 16-21-414-029-0000

which has the address of 1816 SOUTH 48th COURT, CICERO Illinois 60650 ("Property Address");

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.

86350411

UNOFFICIAL COPY

This instrument was prepared by [Name] of [Address] Notary Public

My Commission Expires: 3-27-88
Witness my hand and official seal this 1st day of August, 1986

I, Miguel Gonzalez and Juana Gonzalez, his wife, do hereby certify that I, a Notary Public in and for said county and state, have executed same, and acknowledged said instrument to be their free and voluntary act and deed and that they executed said instrument for the purposes and uses therein set forth.

STATE OF ILLINOIS)
COUNTY OF [Name]) ss: [Signature]

BOB 333-TH
FIDUCIARY FEDERAL SAVINGS AND LOAN ASSOCIATION
OF ILLINOIS
6522 WEST GERMANN ROAD
P.O. BOX 2983
BERWYN, ILLINOIS 60107

86350411

0 247

(Space Below This Line For Acknowledgment)

[Signatures of Juana Gonzalez and Miguel Gonzalez]

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

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

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 fee, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower waives all right of homestead exemption in the Property.

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

23. Notice 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 riders) were a part of this Security Instrument. [Check applicable box(es)]

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