

RECORD AND RETURN TO:
JOYCE E. JORDAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP. 5/26/96

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

Notary Public
My Commission Expires: 5-26-96

Lawrence E. Hamling

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

On this 21st 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 on 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.

State of ILLINOIS
County of Cook

ACKNOWLEDGEMENT

COOK COUNTY RECORDER

DEPT-01 RECORDINGS \$25.00
1#000 TRAN 5808 12/17/92 11:15:00
#4340 # *—52—452931

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

BY: *Charles E. Hurst*

RESOLUTION TRUST CORPORATION
as RECEIVER OF
UNITED SAVINGS OF AMERICA

92952931

IN WITNESS WHEREOF, this ASSIGNMENT has been executed this 21st day of October, 1992.

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 dated November 9, 1978, made and executed by Jerry E. Robertson and Judy K. Robertson, 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 November 13, 1978, in the office of the Recorder of Cook County, State of ILLINOIS, as Document No. 2471404 covering the property described in Exhibit A attached hereto, together with the Note, debt and claim secured by the 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, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF TAYLORVILLE, ADVANCE SAVINGS AND LOAN ASSOCIATION, FAIRMAY SAVINGS AND LOAN ASSOCIATION, and WEST PULMAN SAVINGS AND LOAN ASSOCIATION; and also known as USA CONSUMER CREDIT CORPORATION; and USA CONSUMER CREDIT CORP.;

ASSIGNMENT OF MORTGAGE

92952931

UNOFFICIAL COPY

STATE OF ILLINOIS
CLERK OF THE SUPREME COURT
JAMES M. HANCOCK
100 N. LAUREL ST.
SPRINGFIELD, ILL. 62760

COMMERCIAL CIVIL DIVISION
ADMINISTRATIVE DIVISION
JAMES E. HANCOCK
CIVIL DIVISION

STATE OF ILLINOIS
CLERK OF THE SUPREME COURT
JAMES M. HANCOCK
100 N. LAUREL ST.
SPRINGFIELD, ILL. 62760

Property of Cook County Clerk's Office

850288 11

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

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".

24 714 044

IL 60402 (State and Zip Code)

(herein "Property Address")

(City)

Stickney

4425 South Wenhua Avenue

which has the address of

19-06-310-008

PROPERTY INDEX NUMBER IS BEING PRINTED AT THE CUSTOMER'S REQUEST. THE OFFICE OF THE RECORDER OF DEEDS RESERVES ALL LIABILITY FOR THE ACCURACY OF THE PROPERTY INDEX NUMBER. THE OFFICE OF THE RECORDER OF DEEDS IS NOT RESPONSIBLE FOR THE CORRECTNESS OF THE PROPERTY INDEX NUMBER. PROPERTY INDEX NUMBER IS BEING PRINTED AT THE CUSTOMER'S REQUEST.

1200

929529371

Lot 6 in Block 3 in Walter G. McIntosh's Forest View Gardens a Subdivision of Lots 14, 15, 20 to 23 and 28 in Circuit Court Partition of parts of sections 31 and 32, Township 39 North, Range 13, East of the Third Principal Meridian, part of Section 6, Township 38 North, Range 13, East of the Third Principal Meridian, and parts of Sections 1 and 12, Township 38 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois. **

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY-ONE THOUSAND AND 00/100ths Dollars, which indebtedness is evidenced by Borrower's note dated November 9, 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 November 1, 2003. To Secure (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the repayment 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:

THIS MORTGAGE is made this 9th day of November, 1978, between the Mortgagor, JERRY E. ROBERTSON AND JOY K. ROBERTSON, his wife, SAVINGS AND LOAN ASSOCIATION OF BERWYN (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL BANK, a corporation organized and existing under the laws of the United States of America, whose address is 6532 West Germak Road, Berwyn, IL 60402, (herein "Lender").

MORTGAGE

EXHIBIT A

This instrument was prepared by: Jo Ann Cefka (Name) 6532 West Germak Road (Address)

NOV 13 66 68 922W

FNMA 1650883098 24 714 044

UNOFFICIAL COPY

insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and condition of making the loan secured by this Mortgage. Borrower shall pay the premiums required to maintain such reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a sum and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of bankruptcy or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearance, disburse such mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this were a part hereof.

shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider condominium or planned unit development, and constituent documents. If a condominium or planned unit development or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or portion of the date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or to the sums secured by this Mortgage.

is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of by Borrower.

Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, clause in favor of and in form acceptable to Lender. Lender shall have the right to void the policies and renewals thereof. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage insurance carrier.

provided under paragraph 2 hereof or, if not paid in such manner, by Borrower, making payment, when due, directly to the that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, such coverage exceeds that amount of coverage required to pay the sums secured by this Mortgage.

and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require 5. Hazard Insurance. Borrower shall keep the improvement now existing or hereafter erected on the Property insured legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof. such lien in a manner acceptable to Lender, or shall in good faith consent such lien by, or defend enforcement of such lien, required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by Borrower shall promptly discharge any lien which is carried over this Mortgage; provided, that Borrower shall not be payee thereof. Borrower shall promptly furnish to Lender receipts evidencing such payments, and in the event provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the the Property which may attain a priority over his Mortgage, and leasehold payments or ground rents, if any, in the manner 4. Charges; Taxes. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to principal on any Future Advances.

under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower Lender at the time of application as a credit against the sums secured by this Mortgage.

shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, any Funds Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds by Lender to Borrower requesting payment thereof.

Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, promptly repay to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either the due date of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to by this Mortgage.

purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the requires such interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this on Lender on the due monthly installments of principal and interest are payable under the Note, until the Note is paid in full. 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay on any Future Advances secured by this Mortgage. Subject to applicable law or to a written waiver by Lender, Borrower shall pay 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 the Uniform Covenants. Borrower and Lender covenant and agree as follows:

24 714 044