

UNOFFICIAL COPY

75-2

RECORD AND RETURN TO:
PAYOFF DEPARTMENT
FEDERATION OF FINANCIAL
INSTITUTIONS, INC.
2138 South 61st Court
Chicago, IL 60650-2086

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

NOTARIAL SEAL
MAT S WILLIAMS
Notary Public, State of Illinois
My Commission Expires 7/1/93

Notary Public
My Commission Expires: 5/12/96

Mat S Williams

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

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.

ACKNOWLEDGEMENT
September 14 1992
FIELD SITE MANAGER, PURSUANT
TO POWER OF ATTORNEY DATED
SEPTEMBER 14 1992
Charles E. Hurst
Name:
Title:
By:
\$25.00
COOK COUNTY RECORDER
#4911 # 4911 250001
140000 FROM 0098 12/17/92 11 20:00
DIST. 01 (C) CHICAGO

RESOLUTION TRUST CORPORATION
AS RECEIVER OF
UNITED SAVINGS OF AMERICA
32953001

IN WITNESS WHEREOF, this ASSIGNMENT has been executed this 15 day of September, 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 FEDERAL HOME LOAN MORTGAGE CORPORATION ("Assignee"), its successors and assigns without any warranties any interest the Assignor may have in a mortgage dated February 27, 1975, made and executed by Mark A. Hahn, as Mortgagor(s), to Guardian Savings and Loan Association given to secure the obligations evidenced by a Note given by the Mortgagor(s) to the Mortgagor, and recorded March 6, 1975, in the office of the Recorder of Cook County, State of Illinois, as Document No. 23013885 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 FEDERAL SAVINGS OF SYCAMORE, NORTH FEDERAL SAVINGS AND LOAN ASSOCIATION, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF BIRMYN, ADVANCE SAVINGS AND LOAN ASSOCIATION, FAIRWAY 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

16616

32953001

Loan No. 070799106

UNOFFICIAL COPY

Property of Cook County Clerk's Office

EXHIBIT A UNOFFICIAL COPY MORTGAGE

THIS MORTGAGE is made this 27th day of February, 1975, between the Mortgagor, TAEKO BURNS, A WIDOW

(herein "Borrower"), and the Mortgagee, GUARDIAN SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the State of Illinois, whose address is 3335 N. Ashland Avenue, Chicago Illinois (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of EIGHTEEN THOUSAND AND NO/100----- Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 1995;

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.

Lot 58 in Block 37 in Charles J. Ford's Subdivision of Blocks 27, 28, 37 and 38 in the Subdivision of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, (except the South West quarter of the North East quarter the south East quarter of the North West quarter and the East half of the South East quarter thereof), in Cook County, Illinois

FIN # 14-19-410-011-0000
1929 W. NEWPORT
CHICAGO ILL. 60617

92953001

23 013 885

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 in the event this Mortgage is on a leasehold) are herein referred to 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, 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 encumbrances and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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 Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly pro-

23 013 885

minimum installments for hazard insurance, plus one-twelfth of security premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution on the deposits or accounts of which are insured or guaranteed by a Federal or state agency, including Lender if Lender is such an institution. Lender shall apply the Fund to pay said taxes, assessments, insurance premiums and ground rent. Lender shall make no charge for so holding and applying the Funds or verifying the Funds or computing and assessing and bills. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rent, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rent as they fall due, such excess shall be applied to pay said taxes, assessments, insurance premiums and ground rent as they fall due, directly to the Fund. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rent as they fall due, Lender shall pay to Borrower any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof. Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges, Taxes. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may accrue over this Mortgage, and ground rent, if any, at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the Fund. Borrower shall promptly furnish to Lender all notices of amount due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, providing that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard, included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Mortgage) shall be immediately prior to such sale or acquisition (resulting from damage to the Property prior to the sale or acquisition) shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Mortgage is on a leasehold. If this Mortgage is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by