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MAIL TO: 6

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61-10-50817-6

Case # 1318967-92023526

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COSMOPOLITAN BANK AND TRUST  
801 N. CLARK STREET  
CHICAGO, IL 60610-3287

ASSIGNMENT OF MORTGAGE

The RESOLUTION TRUST CORPORATION was appointed conservator of CLYDE FEDERAL SAVINGS ASSOCIATION, pursuant to Resolution Order 90-275 of the Office of Thrift Supervision dated February 1, 1990.

92023526

The RESOLUTION TRUST CORPORATION, as Conservator of CLYDE FEDERAL SAVINGS ASSOCIATION, for value received does hereby grant, sell, assign, transfer, set over and convey to COSMOPOLITAN BANK AND TRUST ("Assignee"), its successors and assigns without recourse and without any warranties, any interest the Assignor may have /in a mortgage/deed of trust/ recorded as document number 30-68-469 covering the property in said mortgage as shown on attached Exhibit "A".

IN WITNESS WHEREOF, this Assignment has been executed this day of

1st OCTOBER 1991.

RESOLUTION TRUST CORPORATION,  
Conservator of CLYDE FEDERAL SAVINGS ASSOCIATION

By: Jean F. Long

Name: JOHN L. DEFLAGRANCE

Title: SPECIALIST IN CHARGE

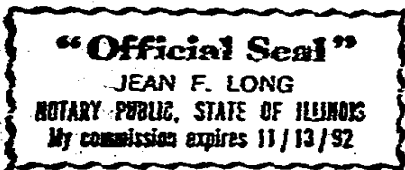
ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
COUNTY OF COOK )

DEPT-01 RECORDING 425.50  
73555 TRAN 4312 01/13/92 10:41:01  
47285 8.5 82 023526

The foregoing instrument was acknowledged before me this 1st day of OCTOBER, 1991, by the above named individual who is authorized to execute this document under Delegation of Authority by John L. DeGrange, SPECIALIST IN CHARGE for RESOLUTION TRUST CORPORATION, as Conservator of CLYDE FEDERAL SAVINGS ASSOCIATION.

Jean F. Long  
Notary Public



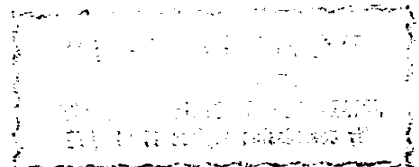
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AFFIDAVIT SUBMITTED

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922462006



30-68-469

This instrument was prepared by:

VINCENT F. GIULIANO, RESIDENT  
(Name) COUNSELLOR  
7222 WEST CERRITA ROAD  
NORTH RIVERVIEW, IL 60546

MORTGAGE

THIS MORTGAGE is made this 14th day of DECEMBER 1978, between the Mortgagor, WILLIAM T. MISTRETTA AND RELIE MISTRETTA, HIS WIFE (herein "Borrower"), and the Mortgagee, CLYDE SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE STATE OF ILLINOIS, whose address is 7222 WEST CERRITA ROAD, NORTH RIVERVIEW, IL 60546 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY THOUSAND TWO HUNDRED AND NO /100 Dollars, which indebtedness is evidenced by Borrower's note dated OCTOBER 14, 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 JANUARY 01,

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 THREE (3) OF A SUBDIVISION OF LOT 5 IN BLOCK 11 OF HANDELL 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, IN COOK COUNTY, ILLINOIS.

PIN # 16-20-121-036-0000  
Book - 154-C

EXHIBIT "A"

30-68-469

which has the address of 1446 S. 60TH COURT CICERO ILLINOIS 60650 (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 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.

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2025  
125527  
DUPLICATE  
1318962  
2042-2  
4/82  
BOX 974

3068469

Dec 29 9 09 AM '78

Notary Public  
Leonard W. Higley  
Notary No. 0100

3068469

ORIGINAL  
FILED WITH REGISTRAR  
DELIVER TO  
BOX 974

MAIL TO  
CEYDDE-5/LMH 33 & LOAN ASSOCIATION  
2222 W. CERMARK RD. NO. RIVERSIDE, ILL. 60546

(Space Below This Line Reserved For Lender and Recorder)

Leonard W. Higley  
Notary Public

My Commission expires: May 10 1979

Given under my hand and official seal, this 14TH day of DECEMBER 1978 set forth. signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they personally known to me to be the same person(s) whose name(s) do hereby certify that.

LEONARD W. HIGLEY AND KAREN MISTRETTA, HIS WIFE  
a Notary Public in and for said county and state.

WILLIAM T. MISTRETTA  
KAREN MISTRETTA  
Borrower  
County ss: [blank]

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof 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. All 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.  
21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ 500.  
22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.  
23. Waiver of Homehead. Borrower hereby waives all right of homestead exemption in the Property.

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## AFFIDAVIT OF NOTIFICATION OF ASSIGNMENT OF MORTGAGE

I, Alice A. LANNAN <sup>AVT</sup> as agent for the COMMERCIAL BANK TRUST  
(Assignor, Assignee)  
of the mortgage registered as document number 30-68-469 being  
first duly sworn upon oath, states:

1. The notification was given to WILLIAM M. STAYIA, at  
COFFEE, ILL. who are the owners of record on  
Certificate No. 1420216, and mortgagors on document  
no. 30-68-469, 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, Alice A. LANNAN, 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 OFFICIAL SEAL etc.  
 SUE A. KASNER  
 Notary Public, State of Illinois  
 My Commission Expires Nov. 30, 1997

Alice A. Lannan  
Affiant

Subscribed and sworn to before  
me by the said Alice A. LANNAN  
this 3rd day of January  
1992.

Sue A. Kasner  
Notary Public

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