

UNOFFICIAL COPY

92040621

WHEREAS, the OFFICE OF THRIFT SUPERVISION, pursuant to Section 5(d)(2) of the HOME OWNERS' LOAN ACT of 1933 and by ORDER NO. 91-495 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 EVANSHORE, 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;

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 GMAC MORTGAGE CORPORATION OF IOWA ("Assignee"), its successors and assigns without recourse and without any warranties, any interest the Assignor may have in a Mortgage dated MARCH 25, 1991, made and executed by JOHN J. MC CARTHY AND CHARLOTTE E. MC CARTHY, HUSBAND AND WIFE, as Mortgagor(s), to UNITED SAVINGS OF AMERICA, as Mortgagee, given to secure the obligations evidenced by a Note given by the Mortgagor(s) to the Mortgagee, and recorded APRIL 1, 1991, in the office of the Recorder of Cook County, State of ILLINOIS, in Book at Page, as Document No. 91142190, covering the property described in Exhibit A attached hereto, together with the Note, debt and other secured by the Mortgage.

IN WITNESS WHEREOF, this ASSIGNMENT has been executed this 29th day of October, 1991.

RESOLUTION TRUST CORPORATION
as RECEIVER of
UNITED SAVINGS OF AMERICA

BY: *[Signature]*

THOMAS J. KELLY
ATTORNEY-IN-FACT, ILLINOIS
POWER OF ATTORNEY DATED 10-26-91 \$13.00
SEPT - OCT RECORDING
188288 TRAN 0045 01/22/92 09:47:00
\$3270 + F * -92-040621
COOK COUNTY RECORDER

ACKNOWLEDGEMENT

STATE OF ILLINOIS

COUNTY OF COOK

THOMAS J. KELLY
NOTARY PUBLIC
DOWN STATE STREET, CHICAGO, ILLINOIS

On this 29th day of October, 1991, before me appeared _____, to me personally known, who being duly sworn, did say that s/he ~~is~~ is 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.

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

[Signature]
Notary Public
My Commission Expires: 7/11/95

This Instrument was prepared by:

Rodin Hennig, Asset Marketing
RESOLUTION TRUST CORPORATION,
as RECEIVER of UNITED SAVINGS OF AMERICA
25 Northwest Point Blvd.
Elk Grove Village, IL 60007

COOK COUNTY RECORDER
RECEIVED
OFFICE OF THE CLERK OF COOK COUNTY
CHICAGO, ILLINOIS
OCT 31 1991

13.00

92040621

UNOFFICIAL COPY

4517309
BOX 333

PREPARED BY:
ANN MARIE FRIEZE
OAK BROOK, IL 60522-5348

91142150 + 1 2 1 5 0

1991 APR - 1 AM 11:31

91142150

RECORD AND RETURN TO:
UNITED SAVINGS OF AMERICA
P.O. BOX 5348, 2000 YORK ROAD
OAK BROOK, ILLINOIS 60522-5348

EXHIBIT A

(Space Above This Line For Recording Date)

MORTGAGE

9100117
095845173

THIS MORTGAGE ("Security Instrument") is given on MARCH 25, 1991
The mortgagor is JOHN J. MC CARTHY AND
CHARLOTTE E. MC CARTHY, HUSBAND AND WIFE

15.00

("Borrower"). This Security Instrument is given to UNITED SAVINGS OF AMERICA, which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 4730 WEST 79TH STREET CHICAGO, ILLINOIS 60652 ("Lender").

Borrower owes Lender the principal sum of NINETY THREE THOUSAND AND NO/100 Dollars (U.S. \$ 93,000.00). 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 APRIL 1, 2006. 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 24 IN BLOCK 9 IN PINWOOD EAST UNIT NUMBER 7 BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

27-07-211-002

which has the address of 14640 CREEK CROSSING COURT, ORLAND PARK (Street) (City)
Illinois 60462 ("Property Address"); (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 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.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. PAYMENT of PRINCIPAL and INTEREST; PREPAYMENT and LATE CHARGES. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Borrower(s) Initials: J.M. C.E.M.

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Form 3014 12/83
Amended 5/87

MS-254 Rev. 10/89 14664

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