

UNOFFICIAL COPY

Page Number
02046019

RECORDED, MAIL TO:
ONTRAK ASSIGNMENT SERVICE
P. O. BOX 3829
FREDERICK, MD 21701

ASSIGNMENT OF MORTGAGE

STATE OF ILLINOIS
COUNTY OF COOK

92124150

FOR VALUE RECEIVED, the undersigned, The Resolution Trust Corporation, a corporation organized and existing under the laws of the United States of America, as Receiver of Horizon Savings Bank F.S.B., Wilmette, Illinois, a federally chartered savings bank organized and existing under the laws of the United States of America, (the "Receiver"), does hereby grant, bargain, sell, convey, assign, and deliver unto:

RESOLUTION TRUST CORPORATION
100 W. WASHINGTON STREET
CHICAGO, ILL. 60605

its successors and assigns, all of the Receiver's right, title and interest in and to that certain Mortgage executed by SALVATOR GRECO AND BESS GRECO, H/W in the principal sum of (\$ 26500.00) dated the 05 day of September, 1967 and recorded on the 11 day of September, 1967, in the office of the Recorder of Deeds of COOK County, State of IL as Document Number 20255728 in Book N/A at Page N/A together with the debt secured, the Note and obligations therein described, all sums of money due or to become due thereon, with interest, and all interest of the undersigned in and to the lands and property conveyed by said Mortgage (see attached legal).

PIN#: 02-21-302-040
PROPERTY ADDRESS: 511 ELM
PALATINE ILL

28,000
10/23/67
10/23/67
10/23/67
10/23/67

THIS ASSIGNMENT is made without recourse, warranties or representations of any kind.

TO HAVE AND TO HOLD UNTO the said ST. PAUL FEDERAL BANK FOR SAVINGS its successor and assigns forever.

IN WITNESS WHEREOF, the said Receiver has caused this instrument to be executed, in its name by its duly authorized officer this 11th day of Sept, 1967.

RESOLUTION TRUST CORPORATION,
As Receiver of
Horizon Savings Bank, F.S.B.

92124150

BY: Ralph C. Gibson
Ralph C. Gibson
Specialist-in-Charge
HORIZON SAVINGS BANK, F.S.B.

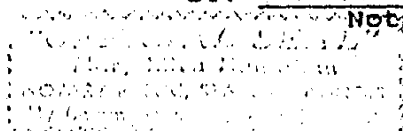
STATE OF ILLINOIS) SS
COUNTY OF COOK)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT RALPH C. GIBSON, Specialist-in-Charge, of The Resolution Trust Corporation, as Receiver of Horizon Savings Bank, F.S.B. who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such Specialist-in-Charge, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 11th DAY OF Sept, 1967.

BY: [Signature]
Notary Public

AAS#: 02552



LOAN NO. 2046019
COUNTY: COOK (A)



J# = 35511.S.00504

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Property of Cook County Clerk's Office

2011-03-01 10:00 AM

UNOFFICIAL COPY

MORTGAGE

Ln# 02046019

THIS INDENTURE WITNESSETH: That the undersigned,

SALVATOR GRECO AND BESS GRECO, HIS WIFE

California,

of the Town of Fremont

County of Alameda

State of ~~XXXXX~~

hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

First Federal Savings and Loan Association of Wilmette

a corporation organized and existing under the Laws of the United States, hereinafter referred to as the

Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to-wit: Lot 37 in Palatine Knolls, being a Resubdivision of Lots 2, 9, and 10 in Arthur T. McIntosh and Co. Quentins Road Farm, according to the plat thereof recorded March 18, 1926 as document 9210325 in the Recorder's Office of Cook County, Illinois, and that part of Merrill Ave. lying South of the North line of aforesaid Lot 10 extended East and North of the South line of aforesaid Lot 9 extended East, all in Section 22, Township 42, North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including but not limited to all apparatus, equipment, furniture or articles, whether in single units or centrally controlled, used to supply heat, gas, air-conditioning, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter attached to or upon the premises, the furnishing of which by lessors to lessees is customary or appropriate, including but not limited to rooms, window blinds, window screens, storm doors and windows, floor coverings, screen doors, radiator beds, awnings, stoves and water heaters, all of which are declared to be a part of said real estate, whether physically attached thereto or not, also together with all easements and the rents, issues and profits of said premises, which are hereby pledged, assigned, transferred and set over to the Mortgagee, whether now due, or which may hereafter become due by virtue of any lease or agreement for the use or occupancy of said property or any part thereof, whether said lease or agreement is written or verbal and whether it is now or may be hereafter existing or which may be made by the Mortgagee under the power herein granted to it, if being the intention hereof, to pledge said rents, issues and profits on a parity with said real estate and not secondarily, and such pledge shall not be deemed merged in any foreclosure decree, and to establish an absolute transfer and assignment to the Mortgagee of all such rents and agreements and of the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take exclusive possession of, mortgage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when earned and use such moneys whether legal or equitable, as it may deem proper, to enforce collection thereof, employ selling agencies or other employees, after or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general exercise all powers incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby granted on the mortgaged premises and on the income therefrom which is in priority to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay also all premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid and the Mortgagee, in its sole discretion, feels there is no substantial uncorrected default in performance of the mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor an amount equal to its share of the income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full, or until the delivery of a Master's Deed or Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but if no deed is issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers of any which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts of omission relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases. If Mortgagee is hereby subrogated to the rights of all Mortgagees, lien holders, and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto said Mortgagee forever, for the uses herein set forth, hereby releasing and saving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default in payment or otherwise of and under said promissory note, or breach of any of the covenants or agreements herein contained.

To secure: (1) The payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by the note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the principal sum of

---TWENTY-SIX THOUSAND FIVE HUNDRED AND NO/100---

Dollars (\$ 26,500.00), which note or obligation, together with interest thereon as provided by said note, is payable in monthly installments of ONE HUNDRED SIXTY-SEVEN AND NO/100 Dollars (\$ 157.00) on the 5th day of each month commencing with October 5, 1967, which payments are to be

applied, first, to interest on the unpaid balance and then to principal, until the entire sum is paid; (2) the performance of the other agreements in said note, which said note is hereby incorporated herein and made a part hereof, and which include, among other things, for an additional monthly payment of one-twelfth (1/12) of the annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises; (3) Any additional advances made by the mortgagee, its successors and assigns to the mortgagor, or his successors in title prior to the cancellation of this mortgage, and the payment of any Supplemental Obligation evidencing the same, together with all interest as provided therein in accordance with the terms thereof, provided, that this mortgage shall not in any time

secure outstanding obligations for more than THIRTY THOUSAND EIGHT HUNDRED AND NO/100 Dollars (\$ 30,800.00), plus interest, charges, costs and any advances that may be made for the protection of the security, as herein provided, and (4) the performance of mortgagor's covenants and agreements herein contained.

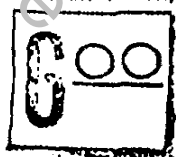


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