

UNOFFICIAL COPY

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

Loan Number  
205094

92241552

01-162168-1

**ASSIGNMENT OF MORTGAGE**

STATE OF ILLINOIS  
COUNTY OF COOK

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 Federal Savings Bank, Wilmette, Illinois F/K/A First Federal Savings & Loan Association of Wilmette, Successor by merger to Guaranty Federal Savings & Loan Association F/K/A Glenview Guaranty Savings & Loan Association, Evergreen Federal Savings & Loan Association, F/K/A Evergreen Savings Association, and Lincoln Square Federal Savings & Loan Association, F/K/A Lincoln Square Savings Association, (the "Receiver"), does hereby grant, bargain, sell, convey, assign, and deliver unto HORIZON SAVINGS BANK, F.S.B., its successors and assigns all of the Receiver's right, title and interest in and to that certain Mortgage executed by GERALD B FLEISCHMAN AND CHARLENE FLEISCHMAN, H/W in the principal sum of (\$ 35000.00 ) dated the 31 day of January, 1972 and recorded on the 24 day of February, 1972, in the office of the Recorder of Deeds of COOK County, State of ILLINOIS as Document Number 21816637 in Book N/7 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#: \_\_\_\_\_  
PROPERTY ADDRESS: \_\_\_\_\_

04-10-203-015/04-10-203-018  
1222 GLEN OAK LANE  
NORTHBROOK, IL 60062

DEPT-01 RECORDING \$23.00  
T#1010 TRAN 0310 04/09/92 13:27:00  
#2819 #-92-241552  
COOK COUNTY RECORDER

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

TO HAVE AND TO HOLD UNTO the said HORIZON SAVINGS BANK F.S.B., 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 30th day of August, 1991.

RESOLUTION TRUST CORPORATION,  
As Receiver of Horizon Federal  
Savings Bank, Wilmette, Illinois

BY: Ralph C. Gibson  
Ralph C. Gibson  
Specialist-in-Charge  
HORIZON FEDERAL SAVINGS BANK

STATE OF ILLINOIS ) SS  
COUNTY OF COOK )

92241552

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 Federal Savings Bank, Wilmette, Illinois 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 30th DAY OF August, 1991.

BY: Frances A. Troesch  
Notary Public

AASN: 02797

23<sup>es</sup>



LOAN NO. 205094  
COUNTY: COOK (A)



J# = 3551.S.01033



②. 600  
E/LMN

2797

GERALD B. FLEISCHMAN AND CHARLENE FLEISCHMAN, HIS WIFE  
of the Village of Northbrook County of Cook, State of Illinois,  
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 3 and the West half of Lot 2 in Edwin E. Vails Addition to  
Northbrook Heights, a Subdivision of the East 5 acres of the South  
half of the North half of the South half of the North East quarter  
of Section 10, Township 42 North, Range 12, East of the Third  
Principal Meridian according to the plat thereof recorded June  
27, 1927 as document 9698277 in Cook County, Illinois.

Ln# 02050904

FB24 61-03-622

04-10-203-015  
Pt. 3 018  
04-10-203  
Pt. 2

TOGETHER with all buildings, improvements, fixtures or appurtenance  
to all apparatus, equipment, fixtures, or articles, whether in single units  
ing, light, power, refrigeration, ventilation or otherwise, and any other th  
by lessors to lessees is customary or appropriate, including but not limit  
windows, floor coverings, screen doors, inador beds, awnings, stoves ar  
said real estate, whether physically attached thereto or not; also toge  
premises, which are hereby pledged, assigned, transferred and set othe  
become due by virtue of any lease or agreement for the use or occupant  
agreement (in writing or verbal) and whether it is now or may be hereaf  
the power herein granted to it, it being the intention hereof (a) to pledg  
and not secondarily, and such pledge shall not be deemed merged in an  
and assignment to the Mortgagee of all such leases and agreements an  
default, either before or after foreclosure sale, to enter upon and ta  
said premises, or any part thereof, make leases for terms deemed adva  
collect said rents, profits, issues and proceeds regardless of when earned  
deem proper, to enforce collection of the same, employ rating agencies or  
and equipment therefor when it deems necessary, purchase all kinds of  
solate ownership, advance or borrow money necessary for any purpose  
mortgaged premises and on the income therefrom, which lien is prior to  
the income retain reasonable compensation for itself, pay insurance pre  
including attorneys' fees, incurred in the exercise of the powers herei  
not, in its sole discretion, needed for the aforesaid purposes, first en  
secured, before or after any decree of foreclosure, and on the deficien  
in personam therefor or not. Whenever all of the indebtedness secured  
there is no substantial uncorrected default in performance of the Mort  
dence thereof, shall relinquish possession and pay to the Mortgagee any su  
tinue until all indebtedness secured hereby is paid in full (or until the  
pursuant to a decree foreclosing the lien hereof, but if no deed is issu  
it may be issued, the Mortgagee shall, however, have the discretionary po  
said premises without affecting the lien hereof. Mortgagee shall have  
graph. No suit shall be sustainable against Mortgagee based upon acti  
unless commenced within sixty days after Mortgagee's possession of sa  
gagor, lien holders, and owners paid off by the proceeds of the loa

not limited  
including but not limited  
on-  
fich  
and  
of  
said  
after  
or  
der  
late  
ster  
e of  
rate  
izea,  
may  
ings  
ab-  
the  
if of  
kind,  
some  
reby  
tree  
feis  
evi-  
con-  
Deed  
which  
on of  
para-  
graph  
Mort-

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, and all other things, unto said Mortgagee forever, for the uses herein set forth, hereby releasing and waiving all rights under and by virtue of the home-  
stead 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 note and the performance of the obligations therein contained, executed and delivered concurrently herewith by  
the Mortgagor to the Mortgagee in the principal sum of THIRTY FIVE THOUSAND AND no/100-----  
Dollars (\$ 35,000. ), which is payable as provided in said note; (2) the performance of the other agreements in said note, which said note is  
hereby incorporated herein and made a part hereof, and which provides, among other things, for an additional monthly payment of one-twelfth (1/12)  
of the annual tax, assessment, insurance premiums, and other charges, upon the mortgaged premises; (3) Any additional advances made by the  
Mortgagee, its successor, and assigns, to the mortgagor or his successors in title, prior to the acceleration 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 at any time secure outstanding obligations for more than Thirty Five Thousand and no/100---- Dollars  
(\$ 35,000. ), 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.

32241552

A. THE MORTGAGOR COVENANTS:

1. To pay said indebtedness and the interest thereon as herein and in said Note provided, or according to any agreement ex-  
tending the time of payment thereof, and to pay when due and before any penalty attaches thereto all taxes, special taxes, special  
assessments, insurance premiums, water charges, sewer service charges against said property (including those heretofore due), and  
to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclu-  
sively deemed valid for the purposes of this requirement; (2) to keep the improvements now or hereafter upon said premises insured  
against damage by fire, windstorm, and such other hazards or liability as the Mortgagee may require to be insured against, until said  
indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof,  
in such companies and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall run with the Mort-  
gagee during said period or periods, and contain the usual clause making them payable to the Mortgagee, and in case of foreclosure  
sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a  
Master's or Commissioner's deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compr-  
mise, in its discretion, all claims thereunder, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers and releases re-  
quired of him to be signed by the insurance companies, and the Mortgagee is authorized, in its discretion, to apply the proceeds of  
any insurance claim to the indebtedness hereby secured, to a restoration of the property, or to the discharge of any obligation insured  
against, but monthly payments shall continue to be made by the Mortgagor until said indebtedness is paid in full; (3) Immediately  
after destruction or damage to commence and promptly complete the rebuilding or restoration of buildings and improvements now or  
hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance cov-  
ering such destruction or damage; (4) To keep said premises in good condition and repair, without waste, and free from any me-  
chanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (5) Not to suffer or permit any unlawful use of or  
any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (6) To comply with all re-  
quirements of law with respect to the mortgaged premises and the use thereof; (7) Not to suffer or permit, without the written per-  
mission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now  
used, (b) any alterations, additions to, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equip-  
ment now or hereafter upon said property; (8) a purchase upon conditional sale, lease or agreements under which title is reserved in  
the vendor, of any apparatus, fixtures or equipment to be placed in and upon any buildings or improvements on said property; (d) a  
lease, assignment or transfer of any right, title or interest in and to said property or any portion thereof; (8) To complete within a  
reasonable time any buildings or improvements now or at any time in process of erection upon the said premises; (9) To appear  
in and defend any proceedings which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and  
attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may be made a party defendant by reason of this  
mortgage.

2. That if any Mortgagor hereunder shall procure contracts of insurance upon his life and disability insurance for losses due to  
accidental injury or sickness, or other such contract, making the Mortgagee hereby assignee thereunder, he will pay all premiums  
thereon, and if he fails so to do, the Mortgagee, at its option, may pay the premiums for such insurance.

B THE MORTGAGOR FURTHER COVENANTS:

1. That in case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so  
covenanted; that the said Mortgagor may also do any act necessary to protect the lien hereof; that he will repay  
upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes, and such moneys, together with interest  
thereon at the highest rate for which it is then lawful to contract, shall become so much additional indebtedness hereby secured and  
may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not other-  
wise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing  
moneys as above authorized; but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for  
any purpose nor to do any act hereunder; that the Mortgagee shall not incur any personal liability because of anything it may do or  
omit to do hereunder.

2. That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor  
at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later  
date.

3. That in the event the ownership of said property, or any part thereof, becomes vested in a person other than the Mortgagor, the  
Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage  
and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend the time for payment of  
the debt hereby secured without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby  
secured.

21. 816 637

# UNOFFICIAL COPY

Property of Cook County Clerk's Office