

UNOFFICIAL COPY

Loan Number
02050904 ()

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

COOK COUNTY

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 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:

92285720

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 IL as Document Number 21816537 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#: 04-10-203-015/04-10-203-018
PROPERTY ADDRESS: 1222 GLEN OAK LANE
NORTHBROOK IL 60062

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 4th day of April, 1974.

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

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 4th DAY OF April, 1974.

BY: Frances A. Troesch
Notary Public

AAS#: 02797



LOAN NO. 2050904
COUNTY: COOK (A)



UNOFFICIAL COPY

3/20/2010

Property of Cook County Clerk's Office

B. All
E/LMN

THIS INDENTURE WITNESSETH: That the undersigned,

2/9/37

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

229-622
19-37

TOGETHER with all buildings, improvements, fixtures or appurtenances to all apparatus, equipment, fixtures, or articles, whether in simple unity, light, power, refrigeration, ventilation or otherwise, and any other thing by lease or license in customary or appropriate, including but not limited to windows, floor coverings, screen doors, metal beds, awnings, stoves or said real estate, whether physically attached thereto or not, also all other premises, which are hereby assigned, assigned, transferred and set over to the Mortgagee by this lease or license agreement for the use or occupancy agreement is written or verbal and whether it is now or may be hereafter the power herein granted to it, it being the intention hereof (a) to pledge and not secondarily, and such pledge shall not be deemed merged in an assignment to the Mortgagee of all such leases and agreements and default, either before or after foreclosure sale, to enter upon and to said premises, or any part thereof, make leases for terms deemed advisable and collect said rents, issues and profits, regardless of when earned, *deem proper, to enforce collection thereof, employ rating agencies or* and equipment thereon or when it deems it necessary purchase all kinds of goods, merchandise, advance or borrow money necessary for any purpose, mortgagee premises and on the income therefrom which lien is prior to the income claim reasonable compensation for itself, pay insurance premiums including attorney fees incurred in the exercise of the powers herein not, in its sole discretion, needed for the foregoing purposes first on secured, before or after any decree of foreclosure, and on the delinquency in payment thereof or not, whichever all of the indebtedness secured there is not substantial uncorrected default to performance of the Mortgagee thereof, shall relinquish possession and pay to Mortgagee or any sub time until all indebtedness secured hereby is paid in full and until the pursuant to a decree foreclosing the lien hereof, but if no such decree is issued it may be issued Mortgagee shall however have the discretionary power to said premises without affecting the lien hereof Mortgagee shall have graph. No suit shall be sustainable against Mortgagee based upon a unless commenced within sixty days after Mortgagee's possession, mortgagee, lien holders, and owners paid off by the proceeds of the sale.

04-10-203-015
Lt. 3-018
04-10-203-018
H.D.

and thereon including but not limited to furniture and other articles, fixtures or appurtenances to all apparatus, equipment, fixtures, or articles, whether in simple unity, light, power, refrigeration, ventilation or otherwise, and any other thing by lease or license in customary or appropriate, including but not limited to windows, floor coverings, screen doors, metal beds, awnings, stoves or said real estate, whether physically attached thereto or not, also all other premises, which are hereby assigned, assigned, transferred and set over to the Mortgagee by this lease or license agreement for the use or occupancy agreement is written or verbal and whether it is now or may be hereafter the power herein granted to it, it being the intention hereof (a) to pledge and not secondarily, and such pledge shall not be deemed merged in an assignment to the Mortgagee of all such leases and agreements and default, either before or after foreclosure sale, to enter upon and to said premises, or any part thereof, make leases for terms deemed advisable and collect said rents, issues and profits, regardless of when earned, deem proper, to enforce collection thereof, employ rating agencies or and equipment thereon or when it deems it necessary purchase all kinds of goods, merchandise, advance or borrow money necessary for any purpose, mortgagee premises and on the income therefrom which lien is prior to the income claim reasonable compensation for itself, pay insurance premiums including attorney fees incurred in the exercise of the powers herein not, in its sole discretion, needed for the foregoing purposes first on secured, before or after any decree of foreclosure, and on the delinquency in payment thereof or not, whichever all of the indebtedness secured there is not substantial uncorrected default to performance of the Mortgagee thereof, shall relinquish possession and pay to Mortgagee or any sub time until all indebtedness secured hereby is paid in full and until the pursuant to a decree foreclosing the lien hereof, but if no such decree is issued it may be issued Mortgagee shall however have the discretionary power to said premises without affecting the lien hereof Mortgagee shall have graph. No suit shall be sustainable against Mortgagee based upon a unless commenced within sixty days after Mortgagee's possession, mortgagee, lien holders, and owners paid off by the proceeds of the sale.

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 Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default in payment of 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 thereon 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 provide, 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 completion 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.

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 extending 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 charges, special charges against said property including the recording dues, and to furnish Mortgagee upon request duplicate receipts therefor; and All such items extended against said property shall be conclusively deemed valid for the purposes of this requirement; 2) to keep the improvements now or hereafter upon and 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 in full, as shall be satisfactory to the Mortgagee, such insurance policies shall run with the Mortgagee 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 said policy or any deficiency, any receiver or redemption of or to the trustee by a Master's or Commissioner's deed, and in case of loss under such policy, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and the Mortgagee agrees to sign upon demand all receipts, vouchers and releases required 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 covering such destruction or damage; 4) To keep said premises in good condition and repair, without waste and free from any mechanic's or other lien or claim of any kind not expressly authorized by the lien hereof; (5) Not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish or repair its value by any act or omission to act; (6) To comply with all requirements of law with respect to the mortgaged premises; and the use thereof; (7) Not to suffer or permit, without the written permission of the Mortgagee being first had and obtained, in any use of the property for any purpose other than that for which it is now used, the any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property; (8) To execute, upon conditional sale, lease or agreements under which title is conveyed to the vendor of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property; (9) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the said premises; (10) To appear in and defend any proceeding 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 Mortgagee 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 a party assignee thereunder, he will pay all premiums thereon, and if he fails so to do, the Mortgagee, in 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 if the said Mortgagee may cause an assignment of any debt or any other security to protect the lien hereof, that he will repay upon demand any such debt or security to the Mortgagor 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 or in any other wise paid, that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim so advancing moneys as above authorized, but liability 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 if the intent hereof is 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 further, so 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