

UNOFFICIAL COPY

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

Loan Number  
01014732

ASSIGNMENT OF MORTGAGE

92-0018

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:

its successors and assigns, all of the Receiver's right, title and interest in and to that certain Mortgage executed by RICHARD C. WEINMANN AND JENI KAY WEINMANN, HIS WIFE in the principal sum of (\$ 55900.00 ) dated the 21 day of July, 1979 and recorded on the 07 day of August, 1979, in the office of the Recorder of Deeds of COOK County, State of IL as Document Number 2508720 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#: 0912411010  
PROPERTY ADDRESS: 307 ELM  
GLENVIEW, IL 60025

9220018

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

TO HAVE AND TO HOLD UNTO the said \_\_\_\_\_  
its successor and assigns forever.

ST. JOHN FEDERAL BANK FOR SAVINGS

IN WITNESS WHEREOF, the said Receiver has caused this instrument to be executed, in its name by its duly authorized officer this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_.

BY: [Signature]  
Notary Public

AASN: 01772

LOAN NO. 1016732  
COUNTY: COOK (A)



# UNOFFICIAL COPY

Ill. S. & L. League 1944 Form No. 1 (Long)

Prepared by: Ann Marie Gray  
990 River Drive  
Glenview, Illinois

## MORTGAGE

LN # 01016732

11.00

**THIS INDENTURE WITNESSETH:** That the undersigned,

RICHARD C. WEINMANN and JENI KAY WEINMANN, His Wife

of the Village of Glenview County of Cook State of Illinois,  
hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

### GLENVIEW GUARANTY SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the State of Illinois hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to wit:

LOT 13 IN BLOCK 2 IN GLENVIEW PARK MANOR, A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 25, 1944 AS DOCUMENT NO. 13326154 IN COOK COUNTY, ILLINOIS.

PNTI #

Property of Cook County Illinois  
1004  
FILE  
028187720  
92266088

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-a-door 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); and also together with all covenants and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due under or 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; it being the intention hereof (a) 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 (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all 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, manage, 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 rents, issues and profits regardless of when earned and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agencies or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments and all expenses of every kind, including attorneys' 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 any surplus 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 be 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, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph, unless commenced within sixty days after Mortgagee's possession ceases.

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, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of Fifty-Five Thousand Nine Hundred and No/100----- Dollars (\$55,900.00)-----, with a note together with interest thereon as provided by said note, is payable in monthly installments of Five Hundred Eleven and 48/100----- Dollars (\$511.48)----- on the 15th day of each month commencing with August 15, 1979 until the entire sum is paid.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.