LOBERTON CONTRACTOR



WHEREAS, some on 7.65 OF THRIFT SUPERVISION, pursuant to Section 5(d)(3) of the HOME OWNERS! LOAD AT, SECTION 5932 and by ORDER NO. 91-495 dated August 16, 1991, appointed the RESOLUTION TRUST CORPORATION AS RECEIVER OF UNITED SAVINGS OF AMERICA C"Altignor"). Indicessor is interest to UNITED SAYINGS ASSOCIATION OF AMERICA, GUARDIAN SAVINGS AND LOAN ASSOCIATION GRUNHALD SAVINGS AND LOAN ASSOCIATION, UNITED SAVINGS AND LOAN ASSOCIATION DECLARGE FEDERAL SAVINGS AND LOAN ASSOCIATION, FIRST SAVINGS AND LOAN ASSOCIATION, FIRST FEDERAL SAVINGS AND LOAD ASSOCIATION OF TAYLORVILLE, FIDELITY FEDERAL SAVINGS AND LOAD ASSOCIATION OF BERRYH ADVANCE BAVINGS AND LOAN ASSOCIATION, FAIRWAY SAVINGS AND LOAN ASSOCIATION, and MESS FULLMAN SAVINGS AND LOAN ASSOCIATION:

HOW, THEREFORE, THE RESOLUTION TRUST CORPORATION, OF RECEIVER OF UNITED SAVINGS the Applymon may have in a Merbyaye daved MARCH 7. 1986, made and executed by MARILEE EIGHAS, DIVORCED in Mackgogan(x), to UNITED SAVINGS OF AMERICA, as Montgagee, given to secure the call jarcoss evidenced by a Note given by the Montgagon(x) to the Nortgages, and resident extremined by a Note given by the Mortgagor(x) to the Mortgages, and resident MARCH 7, 1736, in the office of the Recorder of COOK County, State of (LL120)18 is book at says and Document No. 2500276, covering the property described in dahlble attached nereto, together with the Note, debt and claim secured by the donygage by the dervyage

IN WITHERS UMEREOF, orch Assignment has been executed this Efth day of October, 1791

PERCEUTION TRUST CORPORATION

or RECEIVER of

WHITED SAVINGS OF AMERICA

92316408

THOMAS J KELLY ATTORING TO FACT, PURSUANT TO POWER OF ATTORING PARED 10:20:91

ACEHORLEDGEMENT

DEPT-01 RECORDING

\$23.50 T96666 TRAN 1260 05/08/92 09:42:00 *1675 * *-92-31640名

*-92-316408

COOK COUNTY RECORDER

STATE OF ALLEROIS

DOUNTY OF COOL

THOMAS J. KELLY

On only 2905 day of octobers 1971, before me appeared 1001 of 10028017 DANS 1009 DI مىسىدى ئىلىدى. ئەتلارنىلىق <u>سۇنىلىغا ئەسىلىدۇ ئەسىدى ئەرلىكى ئۇرۇرۇپ ئۇسىنى ئ</u>ىڭ ئۇرۇرۇچ ئىلىرى ئىلىدى ئەسىلىدىدىدى ئالىلىكى ئ

TOP RESOLUTION TRUST CORPORATION. . RECEIVER OF UNITED SAVINGS OF AREAIGA, and shot the Instrument was signed for the purposes contained therein on vehilf of the Corporation, and by authority of the Errepration, and sine further acknowledged the instrument to be the free act and deed or the Congenetion as RECELIES of UNITED SAVINGS OF AMERICA.

IN TESTIMONY UNEFECT. I have hereunto set my hand and affixed my official seal the day and year first above wereten.

Hotary Fublic

My Commission Expires

This instrument only stated by

Robin Hennigs also to the Letting RESOCUTION TRUST CORRORATION. ACTROMA NO COMPAGE COTTEMU TO REVERDER 2A 25 Northwest Paint Flyd. Elk Grove Villegs In 50007

"OFFICIAL SEAL" VALENTINA BARBIAS Notary Public, State of Illinois My Commission Expires 3/11/94

PREPARED BY/RETURN TO FIRST MORTGAGE STRATEGIES GROUP 880 Ridyolaka Blvd. Suite 200 Memphie, Tonnesson 38120

GABAA

Property of Cook County Clerk's Office

3144302263-703B This form is used in connection with mortgages insured under the one- to four-family provisions of the National

71'H

day of MARCH

86 between

THIS INDENTURE, Made this MARILEE EICHAS, DIV. NOT REMARR.

bna ,togagireM ,

UNITED SAVINGS OF AMERICA

a corporation organized and existing under the laws of THE STATE OF ILLINOIS Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, us is evidenced by a certain NINETY ONE THOUSAND ONE HUNDRED AND NO/100---Dollars (\$ 91,100.00)

per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in STREAMWOOD, ILLINOIS 60103 10.000 %) STREAMWOOD, ILLINOIS 60103

or at such other place as the holder may designate in writing and delivered; the said principal and interest being payable in monthly installments of SEVEN HUNDREI NINETY NINE AND 86/100-
(\$ 799.85) on the first day of MAY . . . 19 86, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner pard, shall be due and payable on the first day of APRIL ,

NOW, THEREFORE, the old Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRAN up the Mortgage, its successors or assigns, the following described Ren and the State of COOK Estate situate, lying, and being in the county of

Illinois, to wit: 24-10-306-036-0000
Lot Thirty Eight (38) in Firm Addition to C. A. Person's Ridge Gardens, a Subdivision of the East 1290.37 feet of Lot Three (3), in the Subdivision of the West Half (4) of the South West Quarter (1/2) and the Most Half (1/4) of the East Half (1/4) of the South West Quarter (4) of Section 10, Towarmip 37 North, Range 13, East of the Third Principal Horidian, according to Plat of said First Addition to C. A. Person's Ridge Cardens registered in the Office of the Registrar of Titles of Cook County, Illinois, on October 1, 1959, as Document Number 1080952, and Certificate of Correction thereof registered on November 24, 1959, as Document Number 1897717. Ust 10th Sheet PREPARED BY: , Oak Lown, T. 1004:53 VAL BARBAIS

RECORD AND RETURN TO:

92316408

UNITED SAVINGS OF AMERICA

1300 EAST IRVING PARK ROAD

STREAMWOOD, IL

STREAMWOOD, ILLINOIS 60103 (Tell 44 12 i 6020)
TOGETHER with all and singular the tenements, hereditaments and expertenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every land for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, if le, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illicory, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinufter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said fremises, or to keep said premises in good repair, the the Mortgagee may pay such taxes, assessments on satu promises, or to keep said premises in good repair, the the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, of remove any lax, assensment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity freeof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to preven the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same. * 1

UNOFFICIAL COPY

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UNOFFICIAL, COPY,

FIRST MORTGAGE STRATEGIES GROUP 889 Ridgelake Blvd. Suite 200 Memphis, TN 38120 Telephone: (901) 762-7100

AFFIDAVIT OF NOTIFICATION OF ASSIGNMENT OF MORTGAGE

I, Mark Powell, as agent for GMAC Mortgage Corporation of Iowa, of the mortgage registered as document number 3500296, being first duly sworn upon oath, states:

- 1. That notification was given to MARILEE EICHAS, at 4521 WEST 100TH STREET who are the owners of record on Certificate No. 1396020, and mortgagors on document no. 3500296, that the subject mortgage was being assigned.
- 2. That presentation to the Registrar of filing of the assignment of mortgage would cause the property to be withdrawn from the Torrens system and recorded with the Recorder of Deeds of Cook County.

I, Mark Powell, declare under penalties of perjury that I have examined this form and that all statements included in this affidavit to the best of my linewledge and belief are true, correct, and complete.

92316408

Mark Powell

Assignment Director

Subscribed and sworn to before me by the said Mark Powell this 24th day of March, 1992.

/

My Commission Expires November 7, 1994

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Property of County Clerk's Office

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