UNOFFE CALL COPY 6 392228988

DESPEND THE DESPENDENCE OF THEFF SUPERVISION, PURLUAND TO DECTION S(d)(2) OF the HORE OFFICE LOAD ACT OF 1923 AND BY ORDER NO 91-495 DATED AUGUST 18, 1991, APPOINTED THE ALL-OLDFIDE TREAD LEADERSTON OF RECEIVER OF UNITED SAVINGS OF AMERICA GUARDIAN (TAILIBRAY), INCREMEND AN INSTRUCTION OF MERICA, GUARDIAN SAVINGS AND LOAD ASSOCIATION, UNITED SAVINGS AND LOAD ASSOCIATION, FIRST FEDERAL SAVINGS AND LOAD ASSOCIATION, FIRST FEDERAL SAVINGS AND LOAD ASSOCIATION, FIRST FEDERAL SAVINGS AND LOAD ASSOCIATION, FAIRWAY SAVINGS AND LOAD ASSOCIATION, FAIRWAY SAVINGS AND LOAD ASSOCIATION OF TAYLORVILLE, FIDELITY FEDERAL SAVINGS AND LOAD ASSOCIATION, FAIRWAY SAVINGS AND LOAD ASSOCIATION.

OF AMERICA, for volume received departments (SMC), sell, assign, transfer, set over and convey to CMAC MORTGAGE CONTRIBUTION of and without any warranties, any interest the Acaigner may have in a Mortgage dated DEDEMBER 7, 1985, made and executed by ROBERT E. PENOLIA AND G.ORIA A. FENOLIA, HUSBAND AND WIFE, as Mortgagerical to UNITED BAVINGS OF AMERICA. So borngages, given to recure the obligations evidenced by a Note given by the Mortgageria; to the Mortgages, and recorded DECEMBER 10, 1988, in the office of the Records. If COUR County, State of ILLINOIS, in Dook at Page, as Decument No. 14883314 (overlay the property described in Exhibit A abtached hereto, together with the No. 1488314 (overlay the property described in Exhibit A abtached hereto.

FI METHER'S MHERIOR, C.V. ASSIGNMENT has been executed that 29th day of October.

9CBOLUTION TRUST CORPORATIONDEPT-11 RECORD - T 423.50 OI RECEIVED OF AMERICA 12500 \$ 14 #-92-328968 CHEE COUNTY RECORDER

9: 🔏

TO PREMION RELEY

FROM THE ENGLISH OF BUILDING TO FROM THE CORRESPONDENCES.

ACKNOWLEDGEMENT

STATE OF ILLIMOIS

COUNTY OF COOK

THOMAS J. KELLY
NOTORITY IN FACT, PURSUANT TO
THE PROPERTY DATED REPORTS

empired to the product of the Corporation, and by authority of the Corporation, and by authority of the Corporation, and just for each and deed of the Corporation, and product to be the free act and deed of the Corporation as perturbed of the Corporation.

in TESTIMEN, WHEREOF, I have hereunto set my hand and affixed my official leaf the day and year first above written, χ

Notary Public

My Compassion Empares:

92328968

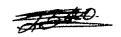
This Instrument of A Pirker DS

Robin Haming, Asset Forhables
RESOLUTION TRUST COSSUEATION.
BI HESSEVER OF UNITED BAYINGS OF AMERICA
ES POSTUMENT FOIRT BIRT
FIR Grove voltage IL 6000T

"OFFICIAL SEAL"
VALENTINA BARBIAS
Notary Public, State of Illinois
My Commission Expires 3/11/84

PREPARED BY/RETURN TO
FIRST MORTGAGE STRATEGIES GROUP
E89 Filogoloko Bivd. Sulto 200
Memphis, Tennesson 88199

B.



Property of Cook County Clerk's Office

Jan Brand

This disturment is for use in the home margage insurance programs under sections 200 (b), 203 (i), 203 (i), and 24b, (Reference Mortgage Letter 83-21)

MORTGAGE

431420-0748-703B

This farm is used in connection with mortgages insured under the one 10 tour tamily provisions of the National

025825086 02

, 19 85 between day of DECEMBER THIS INDENTURE, Made this ROBERT E. FENOLIO AND GLORIA A. FENOLIO, HUSBAND AND WIFE

, Mortgagor, and

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, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of

FIFTY FIVE THOUSAND SIX HUNDRED AND NO/100---(\$ 55,600.00

Dollars

payable with interest at the rate of ELEVEN & ONE HALF per centum (11.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in or at such other place as the holder may STREAMWOOD, ILLINOIS 60103 designate in writing, and delivered; the said principal and interest being payable in monthly installments of FIVE HUNDRED FIFTY ONE AND NO/100---551.00 , 19 86, and a like sum on the) on the first day of FEBRUARY (5. 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 raid, shall be due and payable on the first day of JANUARY ,

NOW, THEREFORE, we said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the percomance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRAN, into the Mortgagee, its successors or assigns, the following described Real and the State of Estate situate, lying, and being in the county of

LOT 5 (EXCEPT EAST 16 FIFT AND EXCEPT THE WEST 2 FEET THEREOF) IN BLOCK 15 OF RHODES AND CLARKE'S SUBDIVISION 76.65 ACRES IN THE SOUTH PART OF SECTION 26 AND 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT RECORDER DOCUMENT NO. 111664.

92078486

60171

PREPARED BY: LEASA LOPEZ

UNITED SAVINGS OF AMERICA

RECORD AND RETURN TO:

1300 EAST IRVING PARK ROAD STREAMWOOD, ILLINOIS 60103

60103 STREAMWOOD, IL 1774 # 143403.5

TOGETHER with all and singular the tenements, hereditaments an impuritenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every and for the purpose of supplying or distributing heal, 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, tit and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and lixtures, unto the sent Mortgagee, its successors and assigns, forever, for the nurposes and uses herein so, forth, free from all rights and benefits under and by virtue of the Homestend Exemption Laws of the State of Allandis, 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 here-inatter 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 premises, 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, or remove any tax, assessment, 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 thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent 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.

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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 3482518, being first duly sworn upon oath, states:
- 1. That Actification was given to ROBERT E. FENOLIO AND GLORIA A. FENOLIO, at 8721 HERRICK who are the owners of record on Certificate No. 1454035, and mortgagors on document no. 3482518, 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 knowledge and belief are true, correct, and complete.

Mark Powell

Assignment Director

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

Notary Public

My Commission Expires November 7, 1994