

# UNOFFICIAL COPY

WHEREAS, the OFFICE OF THRIFT SUPERVISION, pursuant to Section 5(d) (2) of the HOME OWNERS' LOAN ACT of 1933 and by ORDER NO. 91-495 dated August 16, 1991, appointed the RESOLUTION TRUST CORPORATION as RECEIVER for United Savings of America ("Assignor"): (1) successor by merger to Worth Federal Savings and Loan Association; (2) successor by merger to Fidelity Federal Savings and Loan Association of Berwyn; (3) successor by merger to First Federal Savings and Loan Association of Taylorville; and (4) successor by name change to United Savings Association of America, which is (a) a successor by merger to First Savings and Loan Association of Sycamore and (b) a successor by name change to Guardian Savings and Loan Association, which is (1) a successor by merger to Reliance Federal Savings and Loan Association; (11) a successor by merger to Grunwald Savings and Loan Association, which is (x) a successor by merger to Advance Savings and Loan Association; and (111) a successor by merger to United Savings and Loan Association, which is (y) a successor by merger to Great Lakes Savings and Loan Association and (z) a successor by merger to Fairway Savings, which is a successor by name change to West Fullman Savings and Loan Association;

NOW, THEREFORE, the RESOLUTION TRUST CORPORATION, as RECEIVER of United Savings of America, for value received, does hereby grant, sell, assign, transfer, set over and convey to AMERICA'S MORTGAGE SERVICING, INC. ("Assignee"), its successors and assigns, without recourse and without any warranties, any interest the Assignor may have in a Mortgage dated JULY 6, 1987, made and executed by JOSE CAPISTRAN, BACHELOR, as Mortgagor(s), to UNITED SAVINGS OF AMERICA, as Mortgagee, given to secure the obligations evidenced by a Note given by the Mortgagor(s) to the Mortgagee, and recorded JULY 7, 1987, in the office of the Recorder of COOK County, State of ILLINOIS, in Book \_\_\_\_\_ at Page \_\_\_\_\_, as Document No. 87371552, covering the property described in Exhibit A attached hereto, together with the Note, debt and claim secured by the Mortgage.

IN WITNESS WHEREOF, this ASSIGNMENT has been executed this 4th day of November, 1991.

RESOLUTION TRUST CORPORATION  
as RECEIVER of  
UNITED SAVINGS OF AMERICA

92348672

By: Richard J. Dvorak  
Name: RICHARD J. DVORAK  
Title: ATTORNEY-IN-FACT, PURSUANT TO  
POWER OF ATTORNEY DATED 10-29-91

ACKNOWLEDGEMENT

DEPT-01 RECORDING \$23.00  
T#8888 TRAN 4345 05/20/92 09:53:00  
#1838 # \*92-348672  
COOK COUNTY RECORDER

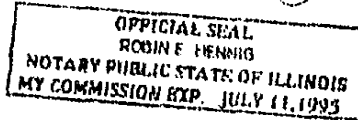
STATE OF ILLINOIS  
COUNTY OF COOK

On this 4th day of November, 1991, before me appeared RICHARD J. DVORAK ATTORNEY-IN-FACT, PURSUANT TO POWER OF ATTORNEY DATED 10-29-91

to me personally known, who being duly sworn, did say under oath that s/he is said Attorney-in-Fact for the RESOLUTION TRUST CORPORATION, as RECEIVER of UNITED SAVINGS OF AMERICA, and that the Instrument was signed and delivered for the purposes contained therein on behalf of the Corporation, and by authority of the Corporation, and s/he further acknowledged the Instrument to be the free act and deed of the Corporation as RECEIVER of UNITED SAVINGS OF AMERICA.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Robin Hennig  
Notary Public  
My Commission Expires:



This Instrument was Prepared by:

Robin Hennig, Asset Marketing  
RESOLUTION TRUST CORPORATION  
as RECEIVER of  
UNITED SAVINGS OF AMERICA  
25 Northwest Point Boulevard  
Elk Grove Village, IL 60007

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Property of Cook County Clerk's Office

UNOFFICIAL COPY

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UNITED SAVINGS OF AMERICA  
87 JUL 27 410: 29

87371552

CHICAGO, ILL.

(Space Above This Line For Recording Date)

MORTGAGE

211378  
09583630309

THIS MORTGAGE ("Security Instrument") is given on JULY 6 19 87 The mortgage is JOSE CAPISTRAN, BACHELOR

("Borrower"). This Security Instrument is given to UNITED SAVINGS OF AMERICA

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 4730 WEST 79TH STREET CHICAGO, ILLINOIS 60652 ("Lender").

Borrower owes Lender the principal sum of SIXTY FIVE THOUSAND SEVEN HUNDRED AND NO/100

Dollars (U.S. \$ 65,700.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 1, 2016. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in COOK County, Illinois: THE SOUTH 10 FEET OF LOT 21 AND ALL OF LOT 20 (EXCEPT THE SOUTH 5 FEET) IN GORHAM'S SUBDIVISION OF THE NORTH HALF OF THE WEST HALF IN BLOCK 2 IN MAHAN'S SUBDIVISION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT A

Clerk's Office  
87371552  
92508672

19-13-120-004 all DOO no

which has the address of 5711 SOUTH SACRAMENTO CHICAGO Illinois 60629 ("Property Address"); [City] [Street] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

