

UNOFFICIAL COPY 92353410

WHEREAS, the CHIEF OF THRIFT SUPERVISION, pursuant to Section 5(d) (2) of the HOME OWNERS' LOAN ACT of 1933 and by ORDER NO. 91-498 dated August 18, 1991, appointed the RESOLUTION TRUST CORPORATION as RECEIVER for United Savings of America ("Assignee"); (1) successor by merger to North Federal Savings and Loan Association; (2) successor by merger to Finley 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 Spiceland and (b) a successor by name change to Guardian Savings and Loan Association, which is (1) a successor by merger to Alliance Federal Savings and Loan Association; (2) a successor by merger to Graceland Savings and Loan Association, which is (a) a successor by merger to Advance Savings and Loan Association; and (3) a successor by merger to United Savings and Loan Association, which is (a) a successor by merger to Great Lakes Savings and Loan Association and (b) a successor by merger to Fairway Savings, which is a successor by name change to West Fullerton Savings and Loan Association;

AND, THEREFORE, the RESOLUTION TRUST CORPORATION, as RECEIVER of United Savings of America, for value received, does hereby grant, sell, assign, transfer, let over and convey to RESOLUTION TRUST CORPORATION ("Assignee"), its successors and assigns, without recourse and without any warranties, any interest the Assignee may have in a mortgage dated MARCH 21, 1991, made and executed by JAMES M. BERTON, BACHELOR AND DAVID M. BERTON, BACHELOR, as mortgagors, to UNITED SAVINGS OF AMERICA, as mortgagee, given to secure the obligations evidenced by a Note given by the mortgagors to the mortgagee, and returned MARCH 23, 1991, in the office of the Recorder of Cook County, State of ILLINOIS, in Book _____ of Page _____ of Document No. 92353410, to-wit: the property described in Exhibit A attached hereto, together with the Note, said and clear of all claims of the mortgagor.

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

RESOLUTION TRUST CORPORATION
as RECEIVER of
UNITED SAVINGS OF AMERICA

By: Roger L. Carpenter
Name:
Title:

ROGER L. CARPENTER
ATTORNEY-IN-FACT, PURSUANT TO
POWER OF ATTORNEY DATED 10-29-91

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
COUNTY OF COOK)
DEPT-01 RECORDING 923.00
#5555 TRAN 7571 05/21/92 10:46:00
#4695 # *-92-353410
COOK COUNTY RECORDER

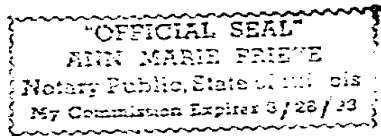
On this 4th day of November, 1991, before me appeared

ROGER L. CARPENTER
ATTORNEY-IN-FACT, PURSUANT TO
POWER OF ATTORNEY DATED 10-29-91

to be personally known and being duly sworn, he has under oath that he is said Attorney-in-Fact for the RESOLUTION TRUST CORPORATION, as RECEIVER of UNITED SAVINGS OF AMERICA, and that the Instrument was read and delivered for the purposes contained therein on behalf of the Corporation, and by authorizing of the Corporation, and he further acknowledged the Instrument to be the free act and deed of the Corporation or RECEIVER of UNITED SAVINGS OF AMERICA.

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

Ann Marie Friese
Notary Public
My Commission Expires:



This Instrument was Prepared by:

Robert Hennig, Artist Marketing
RESOLUTION TRUST CORPORATION
as RECEIVER of
UNITED SAVINGS OF AMERICA
28 Northshore Pointe Boulevard
515 Grove Village, IL 60087

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Property of Cook County Clerk's Office

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

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EXHIBIT A

(Space Above This Line for Recording Data)

MORTGAGE

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095843470

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THIS MORTGAGE ("Security Instrument") is given on MARCH 21 1990 The mortgagor is JAMES M. BERTON, BACHELOR AND DAVID M. BERTON, 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 ONE HUNDRED EIGHTY FIVE THOUSAND AND NO/100

Dollars (U.S. \$ 185,000.00). 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 APRIL 1, 2020. 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:

LOT 4 IN MILLS AND SONS COLUMBIAN AVENUE SUBDIVISION OF LOTS 1 AND 47 IN THELIN AND THELIN'S OAK PARK SUBDIVISION IN THE NORTH EAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, OF LOT 'E' (EXCEPT THE NORTH 304.24 FEET THEREOF) AND LOT D (EXCEPT THE SOUTH 81.62 FEET THEREOF) IN MILLS AND SONS NORTH OAK PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH EAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST 8 FEET OF LOTS 17, 18, 19, 20 AND LOT 21 (EXCEPT THE EAST 53.3 FEET OF THE SOUTH 81.62 FEET THEREOF) IN FIRST FAIR OAKS ADDITION IN THE NORTH EAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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which has the address of 1141 NORTH COLUMBIAN OAK PARK Illinois 60302 ("Property Address");

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.

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RECORD & RETURN TO:
DOCUMENT MANAGEMENT NETWORK, INC.
PO BOX 152
Millburn, N.J. 07041

Property of Cook County Clerk's Office