

UNOFFICIAL COPY

WHEREAS, the OFFICE OF THRIFT SUPERVISION, pursuant to Section 5(5) (2) of the HOME OWNERS' LOAN ACT of 1933 and by ORDER NO. 21-072 dated August 18, 1991, appointed the RESOLUTION TRUST CORPORATION as RECEIVER for United Savings of America ("Assignor"); (1) successor by merger to North 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 Decatur and (b) a successor by name change to Guardian Savings and Loan Association, which is (a) a successor by merger to Religious Federal Savings and Loan Association; (ii) a successor by merger to Grunwald Savings and Loan Association, which is (ix) a successor by merger to Advance Savings and Loan Association; and (iii) 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 Matt Pulliam 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 MORTGAGE SERVICING, INC. ("Assignee"), its successors and assigns, without recourse and without any warranties, any interest the Assignor may have in a Mortgage dated MAY 17, 1990, made and executed by PAUL G. TOMASZYK, DIVORCED AND SINCE REMARRIED, 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 MAY 25, 1990, in the office of the Recorder of Cook County, State of ILLINOIS, in Book , at Page , at Document No. 92353021, covering the property described in Exhibit A attached hereto, together with the Note, debt and claim secured by the Mortgage.

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

RESOLUTION TRUST CORPORATION
as RECEIVER OF
UNITED SAVINGS OF AMERICA

By: *[Signature]*
Name:
Title:

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

92353021

ACKNOWLEDGEMENT

DEPT-01 RECORDING \$23.00
T#5555 TRAN 7571 05/21/92 09:23:00
#1305 # * -92-353021
COOK COUNTY RECORDER

STATE OF ILLINOIS
COUNTY OF COOK

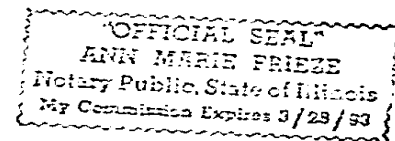
On this 4th day of November, 1991, before me appeared

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

to me personally known, who being duly sworn, did say under oath that I am a duly 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 purpose, contained therein on behalf of the Corporation, and by authority of the Corporation, and I do further acknowledge 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 this day and year first above written.

[Signature]
Notary Public
My Commission Expires:



This Instrument was Prepared by:

Ronnie Hennip, Asset Marketing
RESOLUTION TRUST CORPORATION
as RECEIVER OF
UNITED SAVINGS OF AMERICA
25 Northstate Pointe Boulevard
E14 Grove Village, IL 60097

90246070

EXHIBIT A

DEPT-01 RECORDING \$15.00
T#3333 TRAH 7984 05/25/90 15:20:00
#8001 : C * -90-246070
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

MORTGAGE

9000294
095843607

THIS MORTGAGE ("Security Instrument") is given on MAY 17 19 90 The mortgagor is PAUL G. TOMASIELLO, DIVORCED NOT SINCE REMARRIED

("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 FIFTY THOUSAND AND NO/100

Dollars (U.S. \$ 50,000.00). 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 JUNE 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 18 IN BLOCK 5 IN MILLER'S 79TH STREET AND KEDZIE AVENUE MANOR BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

19-26-410-021

which has the address of 7704 CHRISTIANA CHICAGO Illinois 60652 ("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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Clerk's Office
BOX 260
1502