

# UNOFFICIAL COPY

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WHEREAS, the OFFICE OF THRIFT SUPERVISION, pursuant to Section 2(d) (2) of the HOME OWNERS' LOAN ACT OF 1980 and by ORDER NO. 91-095 dated August 16, 1991, appointed the RESOLUTION TRUST CORPORATION as RECEIVER for United Savings of America (successor to (i) successor by merger to Home Federal Savings and Loan Association; (ii) successor by merger to Fidelity Federal Savings and Loan Association of Saratoga; (iii) successor by merger to First Federal Savings and Loan Association of Taylorville; and (iv) successor by name change to United Savings Association of America, which is (a) a successor by merger to First Savings and Loan Association of Syracuse and (b) a successor by name change to Guardian Savings and Loan Association, which is (i) a successor by merger to Palmetto Federal Savings and Loan Association; (ii) a successor by merger to Emerald Savings and Loan Association, which is (iii) a successor by merger to Advance Savings and Loan Association; and (iii) a successor by merger to United Savings and Loan Association, which is (iv) a successor by merger to Great Lakes Savings and Loan Association and is a successor by merger to Fairway Savings, which is a successor by name change to New England 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 AUGUST 26, 1988, made and executed by JOHN F. MITTINE AND LINDA J. MITTINE, HUSBAND AND WIFE, 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 SEPTEMBER 9, 1988, in the office of the Recorder of Cook County, State of ILLINOIS, in Book , at Page , as Document No. 92353095, covering the premises as described in Exhibit A attached hereto, together with the Note, debt and other instruments by the mortgagor.

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: William S. Renner  
Name: WILLIAM S. RENNER  
Title: ATTORNEY-IN-FACT, PURSUANT TO  
POWER OF ATTORNEY DATED 04/29/91

92353095

ACKNOWLEDGEMENT DEPT-91 RECORDING \$23.00  
#5555 TRAN 7571 05/21/92 09:34:00  
#4379 # \*-92-353095  
COOK COUNTY RECORDER

STATE OF ILLINOIS  
COUNTY OF COOK

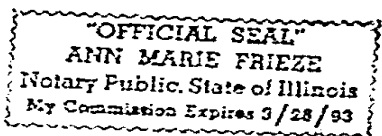
On this 4th day of November, 1991, before me appeared

WILLIAM S. RENNER  
ATTORNEY-IN-FACT, PURSUANT TO  
POWER OF ATTORNEY DATED 04/29/91

to be personally known, who being duly sworn, did say 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 signed and delivered for the purpose intended thereof on behalf of the Corporation, and by authority of the Corporation, and that he further acknowledged the Instrument to be the free act and deed of the Corporation as RECEIVER of UNITED SAVINGS OF AMERICA.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 4th day of November, 1991.

Ann Marie Frieze  
Notary Public  
My Commission Expires:



This Instrument was Prepared by:

Robert Moore, Agent  
RESOLUTION TRUST CORPORATION  
as RECEIVER of  
UNITED SAVINGS OF AMERICA  
35 Northwest Point Boulevard  
Six Grove Village, IL 60087

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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06 OCT 20 10: 02

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**EXHIBIT A**

(Space Above This Line For Recording Data)

**MORTGAGE**

209437  
0958296900

**13.00**

THIS MORTGAGE ("Security Instrument") is given on **AUGUST 26 19 86** The mortgagor is **JOHN F. NUTTING AND LINDA J. NUTTING, HUSBAND AND WIFE**

("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 75TH STREET CHICAGO, ILLINOIS 60652** ("Lender").

Borrower owes Lender the principal sum of **ONE HUNDRED TWENTY SIX THOUSAND FIVE HUNDRED AND NO/100---**

**Dollars (U.S. 126,500.00)** 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 **SEPTEMBER 1, 2015**. 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 3 IN RESUBDIVISION OF LOT 1250 IN BLOCK 31 IN THIRD DIVISION OF RIVERSIDE IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

15-25-309-014-0000

which has the address of **317 NUTTALL** [Street], **RIVERSIDE** [City], Illinois **60546** ("Property Address"); [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.

# 1202994 / 70-70-205D2

Handwritten initials/signature

92200000

86388126