

# UNOFFICIAL COPY

93607639

## ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that Assignor, FEDERAL DEPOSIT INSURANCE CORPORATION, with offices at 1100 Cornwall Road, Monmouth, New Jersey, 08852, as the RECEIVER OF GOLDOME, in consideration of Ten Dollars and more paid by Assignee, KEY BANK OF NEW YORK, formerly known as KEY BANK OF NEW YORK, N.A., successor by merger to KEY BANK OF WESTERN NEW YORK, N.A. with Offices at Key Center, 50 Fountain Plaza, Buffalo, New York 14202, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to the Assignee the Mortgage dated 08/22/90, from

ADALBERTO CORTEZ and IMELDA CORTEZ to GOLDOME recorded in the Recorder's Office of COOK County, in the State of Illinois, at Mortgage Record No. 90-414019 together with all the Assignor's right, title and interest in and to the Note(s), accrued interest and other obligations secured thereby and paid in accordance therewith, and the Real Estate described therein: 2856 N WOODARD CHICAGO, IL (Legal Description Attached)

Assignor represents and warrants to Assignee that Assignor has full right and power to make this Assignment.

IN WITNESS WHEREOF, the Undersigned has hereunto set its hand and seal this 19<sup>th</sup> day of July, 1993.

FEDERAL DEPOSIT INSURANCE CORPORATION  
AS RECEIVER OF GOLDOME

By Robert K. Dibble  
ROBERT K. DIBBLE  
Attorney-In-Fact

### ACKNOWLEDGEMENT

DEPT-01 RECORDING \$23.50  
10000 TRAN 2998 08/03/93 16:37:00  
19051 \* 93-607639  
COOK COUNTY RECORDER

STATE OF NEW YORK }  
COUNTY OF ERIE }

On the 22<sup>nd</sup> day of July, 1993, before me personally came ROBERT K. DIBBLE of 3920 Main Street, Amherst, NY 14226, known to me to be the individual described in and who executed the foregoing instrument, and to me known to be the Attorney-In-Fact of the Federal Deposit Insurance Corporation, 1100 Cornwall Road, Monmouth Junction, New Jersey, a U.S. Agency and the Corporation described in the foregoing instrument, and acknowledged that he executed the same as the act and deed of the said Federal Deposit Insurance Corporation by virtue of a certain Power of Attorney dated 04/28/93 and recorded on 06/01/93 as Record No. 93-411191 in the Clerk's office of the County of COOK,, Illinois.



Jesse M. Hughes  
NOTARY PUBLIC

JESSE M. HUGHES  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires March 30, 1994

Record and Return to:  
Key Bank of New York  
C/O PAC Mortgage Services  
6225 Sheridan Drive  
Building C, Suite No. 208  
Williamsville, New York 14221

Loan Id. No. 0032804  
Acct. No. 5031417225046836

Data No. 240  
ILLASSGCOOK

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Property of Cook County Clerk's Office

Mortgage

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2500001000032804

T-MSL

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This instrument was prepared by:

Annette Fifer *N.C.F.A.C.* 2 Westbrook Corporate Ctr #448 Westchester, IL 60154  
~~Adalberto & Imelda Cortez~~ 2856 N. Woodard Chicago, IL 60618  
(Name) (Address)

This Mortgage ("Mortgage") is given on August 22, 19 90. The mortgagor is Adalberto Cortez & Imelda Cortez ("Borrower"). This Mortgage is given to Goldome, a New York State Chartered savings bank whose address is One Fountain Plaza, Buffalo, New York 14203-1499 ("Lender"). Borrower and Lender have entered into credit arrangements pursuant to that certain Variable Rate Amortizing Home Equity Line of Credit Account Agreement/Variable Rate Non-amortizing Home Equity Line of Credit Account Agree-

ment (the "Note") dated August 22, 19 90 providing for the extension of certain credit and other financial accommodations by Lender to Borrower. This Mortgage secures to Lender: (a) payment of the principal amount, together with interest thereon, of all present and future advances of money made by Lender to Borrower, as well as all other liabilities and obligations of Lender to Borrower under the Note, (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Mortgage, and (c) the performance of Borrower's covenants and agreements under this Mortgage 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 35 IN STOREY AND ALLEN'S SUBDIVISION OF LOT 10 IN BRAND'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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which has the address of 2856 N. Woodard Chicago  
(Street) (City)  
Illinois 60618 (herein "Property Address") with a Permanent Index Number of 13-26-218-070  
(Zip Code)

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

**Uniform Covenants.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

**2. Funds for Taxes and Insurance.** If required in writing by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground

COMMUNITY TITLE GUARANTEE CO.  
377 E. Butterfield Rd., Suite 100  
Lombard, Illinois 60148  
(708) 512-0444 1-800-222-1365

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