

ASSIGNMENT OF TRUST DEED

WHEREAS, the OFFICE OF THRIFT SUPERVISION pursuant to Section 5(d)(2) of the HOME OWNERS' LOAN ACT OF 1933 and by ORDER NO. 92-495 dated August 16, 1991, appointed the RESOLUTION TRUST CORPORATION as RECEIVER of UNITED SAVINGS OF AMERICA ("Assignor"), successor in interest to UNITED SAVINGS ASSOCIATION OF AMERICA, GUARDIAN SAVINGS AND LOAN ASSOCIATION, GRUNWALD SAVINGS AND LOAN ASSOCIATION, UNITED SAVINGS AND LOAN ASSOCIATION, RELIANCE FEDERAL SAVINGS AND LOAN ASSOCIATION, FIRST SAVINGS AND LOAN ASSOCIATION OF SYCAMORE, WORTH FEDERAL SAVINGS AND LOAN ASSOCIATION, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF TAYLORVILLE, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF BERWYN, ADVANCE SAVINGS AND LOAN ASSOCIATION, FAIRWAY SAVINGS AND LOAN ASSOCIATION, WEST PULLMAN SAVINGS AND LOAN ASSOCIATION, and UNITED AMERICA FINANCIAL SERVICES, INC.

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:

Fleet Finance Inc. of GA  
P. O. Box 47157  
6317 A Peachtree Ind. Blvd.  
Atlanta, GA 30362  
(404) 458-0727

("Assignee"), its successors and assigns without recourse and without any warranties any interest the Assignor may have in a Trust Deed dated July 10, 1990, made and executed by Carl B. Horbach,

as Grantor(s), to United Savings of America given to secure the obligations evidenced by a Note given by the Grantor(s) to the Grantee, and recorded/registered August 2, 1990, in the office of the Recorder/Registrar of Cook County, State of ILLINOIS, as Document No. 3903167 covering the property described in Exhibit A attached hereto, together with the Note, debt and claim secured by the Trust Deed.

IN WITNESS WHEREOF, this ASSIGNMENT has been executed this 6 day of April, 1992.

RESOLUTION TRUST CORPORATION  
as RECEIVER of  
UNITED SAVINGS OF AMERICA

By: Ralph C. Gibson  
Name: Ralph C. Gibson  
Title: Specialist-In-Charge, pursuant to Power of Attorney dated October 30, 1991

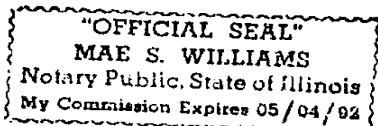
ACKNOWLEDGEMENT

State of ILLINOIS  
County of

DEPT-11 \$23.50  
T#444 TRAN 2948 01/25/93 14:22:00  
\$1983 # \*-93-062371  
COOK COUNTY RECORDER

On this 6 day of April, 1992, before me appeared Ralph C. Gibson, Specialist-In-Charge pursuant to Power of Attorney dated October 30, 1991, for RESOLUTION TRUST CORPORATION, as RECEIVER of UNITED SAVINGS OF AMERICA, and that the Instrument was signed for the purposes contained therein of 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 by official seal the day and year first above written.



Maie S. Williams  
Notary Public  
My Commission Expires: 5/4/92

This Instrument was prepared by:  
Sharon Kling  
RESOLUTION TRUST CORPORATION as  
RECEIVER of UNITED SAVINGS OF AMERICA  
2000 York Road  
Oak Brook, IL 60052



2350

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UNOFFICIAL COPY

Property of Cook County Clerk's Office

93062571

**UNOFFICIAL COPY**

STATE OF ILLINOIS  
(ILLINOIS)

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THIS INDENTURE WITNESSETH, That the undersigned as grantors, of City Of Chicago, County of Cook and State of Illinois, for and in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid, convey and warrant to United Savings Of America Chicago, County of Cook, of and State of Illinois, as trustee, the following described Real Estate, with all improvements thereon, situated in the County of Cook in the State of Illinois, to-wit:

Above Space For Recorder's Use Only

LOT 16 AND THE EAST 1/2 OF LOT 17, IN BLOCK 8 IN CLARK AND MARSTON'S FIRST ADDITION TO CLARKDALE, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN.

IDENTIFIED  
No.  
3903167  
CARD MOSELEY BRAUN  
1008 MOORE

hereby releasing and waiving all right under and by virtue of the home Permanent Real Estate Index Number(s) 19-35-112 the State of Illinois. Address(es) of Real Estate: 3639 West 30th Place, Chicago, Illinois 60652

GRANTORS AGREE to pay all taxes and assessments upon said property when due, to keep the buildings thereon insured to their full insurable value, to pay all prior incumbrances and the interest thereon and to keep the property tenantable and in good repair and free of liens. In the event of failure of grantors to comply with any of the above covenants, then grantee is authorized to attend to the same and pay the bills therefor, which shall, with 9% interest thereon, become due immediately, without demand. On default in any payments hereunder, grantee may declare the whole indebtedness due and proceed accordingly.

AS FURTHER SECURITY grantors hereby assign, transfer and set over to grantee all the rents, issues and profits of said premises, from and after this date, and authorize him to sue for, collect and receipt for the same, to serve all necessary notices and demands, to bring forcible detainer proceedings to recover possession thereof, to rent the said premises as he may deem proper and to apply the money so arising to the payment of this indebtedness, or to any advancements made as aforesaid, and it shall not be the duty of grantee to inquire into the validity of any such taxes, assessments, liens, incumbrances, interest or advancements.

In trust, nevertheless, for the purpose of securing performance of the following obligation, to-wit: \$ 7,917.60 July 10 19 90 on demand after date for value received (we) promise to pay to the order of United Savings Of America the sum of Seven Thousand Nine Hundred Seventeen Dollars and 60/100 Dollars at the office of the legal holder of this instrument with interest at 11.25 per cent per annum after date hereof until paid, payable at said office, as follows: 60 Installments of One Hundred Thirty One Dollars and 96/100

And to secure the payment of said amount I (we) hereby authorize, irrevocably any attorney of any court of record in any County or State in the United States to appear for us in such court, in term time or vacation, at any time after maturity hereof, and confess a judgment without process in favor of the holder of this instrument for such amount as may appear to be unpaid thereon, together with costs, and reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and to consent to immediate execution upon such judgment, hereby ratifying and confirming all that my (our) said attorney may do by virtue hereof.

IN THE EVENT of the trustee's death, inability, or removal from said Cook County, or of his resignation, refusal or failure to act, then ~~of said County, is hereby appointed as the first successor in this trust, and if for any like cause first successor fails or refuses to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust.~~ And when all the aforesaid covenants and agreements are performed by the trustee, or his successor in trust, shall release the premises to the party entitled thereto on receiving his reasonable charges.

If any provision of this indenture shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this indenture.

Witness our hands and seals this 10th day of July, 19 90

Carl B. Horbach (SEAL)  
CARL B. HORBACH

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

This instrument was prepared by Mary Kraft, 2000 York Road, Oak Brook, Il. 60522 (NAME AND ADDRESS)

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