

# UNOFFICIAL COPY

## AFFIDAVIT OF NOTIFICATION

## OF ASSIGNMENT OF MORTGAGE

93136927

I, Ruth Reardon, as agent for the Mid-City National Bank  
(Assignor, Assignee)  
of the mortgage registered as document number 3308551, being  
first duly sworn upon oath, states:

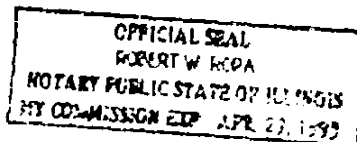
1. That notification was given to Edward S. and Victoria A. Olsewka, at  
1026 Prairie, Brookfield, Ill. 60513 who are the owners of record on  
Certificate No. 1361182, and mortgagors on document  
no. 3308551, that the subject mortgage was being  
assigned.
2. That presentation to the Registrar of filing of the assignment  
of mortgage would cause the property to be withdrawn from the  
Torrens system and recorded with the Recorder of Deeds of Cook  
County.

I, Ruth Reardon, declare under penalties of perjury  
that I have examined this form and that all statements included in  
this affidavit to the best of my knowledge and belief are true,  
correct, and complete.

Ruth Reardon  
Affiant

Subscribed and sworn to before  
me by the said Ruth Reardon  
this 1<sup>st</sup> day of December,  
1992.

Robert W. Koda  
Notary Public



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10530162

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## ASSIGNMENT OF MORTGAGE

The RESOLUTION TRUST CORPORATION was appointed conservator of CLYDE FEDERAL SAVINGS ASSOCIATION, pursuant to Resolution Order 90-275 of the Office of Thrift Supervision dated February 1, 1990.

The RESOLUTION TRUST CORPORATION, as Conservator of CLYDE FEDERAL SAVINGS ASSOCIATION, for value received does hereby grant, sell, assign, transfer, set over and convey to INTERIM MID-CITY FEDERAL SAVINGS ASSOCIATION ("Assignee"), its successors and assigns without recourse and without any warranties, any interest the Assignor may have /in a mortgage/deed of trust/ recorded as document number 3308551 covering the property in said mortgage as shown on attached Exhibit "A".

IN WITNESS WHEREOF, this Assignment has been executed this day of 31st MAY 1991.

RESOLUTION TRUST CORPORATION,  
Conservator of CLYDE FEDERAL SAVINGS ASSOCIATION

By: [Signature]

Name: JOHN L. DELAGRANGE

Title: MANAGING AGENT

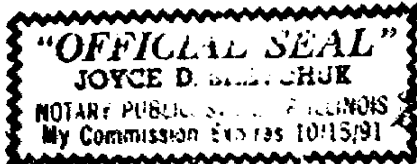
### ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
COUNTY OF DEWITT Cook )

93136927

93136927

The foregoing instrument was acknowledged before me this 31st day of MAY, 1991, by the above named individual who is authorized to execute this document under Delegation of Authority by John L. DelaGrange, Managing Agent for RESOLUTION TRUST CORPORATION, as Conservator of CLYDE FEDERAL SAVINGS ASSOCIATION.



[Handwritten initials]

[Signature]  
Notary Public  
THE MID-CITY NATIONAL BANK  
7222 WEST CERNAN ROAD  
NORTH RIVERSIDE, ILLINOIS 60546

[Handwritten vertical text]

DEPT-31 RECORDS  
140011 140011 140011  
#3161 # -93-136927  
COOK COUNTY RECORDER

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EXHIBIT "A"

This instrument was prepared by:

VINCENT F. GIULIANO, . . . RESIDENT  
(Name) COUNSEL

7722 WEST CERMAK ROAD, . . .  
(Address)  
NORTH RIVERSIDE, IL 60546

## MORTGAGE

# 01-10530162

ADD 00254 DL

THIS MORTGAGE is made this 12TH day of MAY 1983, between the Mortgagor, EDWARD S. OLSOWKA AND VICTORIA A. OLSOWKA, HIS WIFE (herein "Borrower"), and the Mortgagee, CLYDE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 7222 West Cermak Road - North Riverside, Illinois 60546 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY-SEVEN THOUSAND SIX HUNDRED AND NO / 100ths, which indebtedness is evidenced by Borrower's note dated MAY 12, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JUNE 01, 2013;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

THE SOUTH 50 FEET OF LOT EIGHT (8) IN BLOCK SEVEN (7) IN BROOKFIELD HIGHLANDS, A SUBDIVISION OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 77, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT "A"

TAX ID# 15-27-422-012

Cook County Clerk's Office

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which has the address of 3026 PRAIRIE BROOKFIELD ILLINOIS 60513 (Street) (City) (State and Zip Code) (herein "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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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20191182  
3008551

3308551

NOV 11 10 55 PM '12

TRUSTEES DUPLICATE ORIGINAL FILED WITH REGISTRAR DELIVER TO

3008551

INTERCOUNTY

FILE INS. CO. 10000245

BO#107JS

53016-2 95

(Space Below This Line Reserved For Lender and Recorder)

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20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. **Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ 100,000.

22. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

In WITNESS WHEREOF, Borrower has executed this Mortgage:

EDWARD S. OLSOMKA  
*Edward S. Olsomka*  
 Borrower

VICTORIA A. OLSOMKA  
*Victoria A. Olsomka*  
 Borrower

STATE OF ILLINOIS, County ss: *Franklin*

I, *Shirley A. Williams*, a Notary Public in and for said county and state, do hereby certify that EDWARD S. OLSOMKA AND VICTORIA A. OLSOMKA, HIS WIFE ARE personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this *17th* day of *July*, 19 *13*, and acknowledged that they signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *17/3/13* My Commission expires: *3/3/17*

*Shirley A. Williams*  
 Notary Public