

UNOFFICIAL COPY

RECORDING REQUESTED BY

After Recording Return To:
Datatrace, Inc. (MSA)
9425 Pagewood
Houston, Texas 77063

95510541

Loan No. 5022285
Assignor's Parcel No.

7247257

DEPT-11 TORRENS \$25.50
120013 TRAN 2568 08/10/95 10104100
THIS SPACE FOR RECORDING OFFICE ONLY
COOK COUNTY RECORDER

ASSIGNMENT OF BENEFICIAL INTEREST UNDER MORTGAGE, DEED OF TRUST OR SECURITY DEED

This Assignment of Beneficial Interest Under Mortgage, Deed of Trust or Security Deed (this "Assignment") is made by the RESOLUTION TRUST CORPORATION, as Receiver for HOMESTEAD FEDERAL SAVINGS ASSOCIATION, as the current beneficiary or lender under the Mortgage, as defined below.

The Office of Trust Supervision (the "OTS") by Order No. 92-471 dated October 30, 1992, ordered or approved the following actions: (a) Appointed the RESOLUTION TRUST CORPORATION (the "RTC") as Receiver for HOMESTEAD SAVINGS, a FEDERAL SAVINGS & LOAN ASSOCIATION, (the "Old Association"); (b) approved the organization of HOMESTEAD FEDERAL SAVINGS ASSOCIATION, a FEDERAL MUTUAL SAVINGS ASSOCIATION (the "New Association") and approved the transfer of certain assets and liabilities of the Old Association to the New Association pursuant to a certain Purchase and Assumption Agreement dated October 30, 1992, including the Mortgage which is the subject matter of this Assignment; and (c) appointed RTC as Conservator for the New Association.

The OTS by Order No. 93-178 dated September 16, 1993, replaced the Conservator of the New Association with the RTC as Receiver of the New Association for the purpose of liquidation. The RTC, as Receiver of the New Association, is currently the beneficiary or lender under the Mortgage defined below.

NOW THEREFORE, for value received, the undersigned, as Beneficiary or Lender, hereby assigns and transfers to BANK UNITED OF TEXAS FSB, whose address is 3200 Southwest Freeway, Suite 2000, Houston, Texas 77251, all beneficial interest under that certain Deed of Trust, Mortgage or Security Deed (however the same may be denominated), date 02/29/84, and recorded as Instrument No. 26990325; Book No. 872934; at Page No. UNK; on 03/02/84 in COOK County, State IL (referred to throughout this Assignment as the "Mortgage" notwithstanding the actual title of such instrument).

The Mortgage encumbers the real property situated in the above-referenced County and State, which is known as and located at:

8403 SOUTH MANSEFIELD AVE., BURBANK, IL, 60459
PIN # 19-32-420-007

The Mortgage is currently the obligation of KOZAK, GERALD/ROBOTHY.

(SEE ATTACHED LEGAL)

This Assignment of the Mortgage is made together with the note or notes referred to in the Mortgage, the money due or to become due thereon with interest, and all rights accrued or to accrue under the Mortgage. This Assignment is made without recourse or any warranty or representation whatsoever, whether express or implied, by the undersigned on the date set forth in the following acknowledgement, to be effective as of the 19th day of December, 1994.

Dated: DEC 19 1994

RESOLUTION TRUST CORPORATION, as Receiver for
HOMESTEAD FEDERAL SAVINGS ASSOCIATION, a
Federal Mutual Savings Association

Prepared By:
Altschuler, Melvoin & Glasser
30 S. Wacker Drive
Chicago, IL 60606

BY: Annie Bonner
NAME: Annie Bonner

Its Attorney in Fact

Handwritten initials and scribbles on the right side of the page.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF CALIFORNIA

COUNTY OF ORANGE

On December 19, 1994, before me Dorothy Lee Henry, Notary Public, personally appeared Annie Bonner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Dorothy Lee Henry

(seal)



ASSIGNMENT OF BENEFICIAL INTEREST
RESOLUTION TRUST CORPORATION
PAGE 2 OF 2

95510511

UNOFFICIAL COPY

Property of Cook County Clerk's Office

12/14/2010

UNOFFICIAL COPY

WHEREAS, Borrower is indebted to Lender in the principal sum of FOURTY FIVE THOUSAND AND NO/100--
..... Dollars, which indebtedness is evidenced by Borrower's
note dated FEBRUARY 29, 1984 (herein "Note"), providing for monthly installments of principal and
interest, with the balance of the indebtedness, if not sooner paid, due and payable on MARCH 1, 2014
.....

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:

LOT 43, IN FREDERICK H. BARTLETT'S 87TH STREET HOMESTEADS, A SUBDIVISION OF THE WEST
1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE ADJUSTABLE RATE RIDER ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREWITH IS
INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND
AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER
WERE A PART HEREOF.

which has the address of 8403 SOUTH MANSFIELD AVENUE-----BURBANK-----
..... (Street) (City)
ILLINOIS 60459----- (herein "Property Address");
..... (State and 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, 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 seized 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.

26990325

Property of Cook County Clerk's Office 95510541

U1
WMM

UNOFFICIAL COPY

Property of Cook County Clerk's Office