After Recording Return To: Datatrace, Inc. (MSA) 9425 Pagewood Houston, Texas 77063 95510559 7

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COOK COUNTY RECORDER

THIS SPACE FOR RECORDER'S USE ONLY

1247729

Loan No. <u>5019240</u> Assassor's Parcel No.

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 Prift 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 Septen ber 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 Dred of Trust, Mortgage or Security Deed (however the same may be denominated), date 01/27/84, and recorded as Instrument No. 26948304; Book No. UNK; at Page No. UNK; on 01/30/84 in

COOK County, State IL

The Mortgage encumbers the real property situated in the above-referenced county and etaio.

which is known as and located at:

200 EAST DELAWARE PLACE UNIT#14F, CHICAGO, IL, 60611.

PIN # 17-03-214-014-1166

The Mortgage is currently the obligation of EDELMAN, DANIEL/KRAVITZ, FRAN/KAREN,

CEE 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

(referred to throughout this Accionment as the "Mortgage

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

BY: NAME: Come Grano

Annie Bonner

Its Attorney in Fact

Property of Coot County Clert's Office

STATE OF CALIFORNIA

COUNTY OF GRANGE

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(les), and that by his/her/their signature(s) on the instrument the personis), or the entity upon behalf of which the personis) acted, executed the instrument.

WITNESS my hand and official seal. Description Henry

Signatura

(seal)

DOR'THY LET THINKY CDMM # 955245 NOTARY PUBLIC CALIFORNIA ORANGE COURTY MY COMMISSION EXPIRES FIRE 9 19951 Clort's Organica

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WHEREAS, Borrower is indebted to Lender in the principal sum of ONE HUNDRED, PIPTY, SEX, TROUGAND, . . . note dated. JANUARY. 27, 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 FEBRUNK 1, 2014-----

To Secure to Londer (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

UNIT 14-F IN 200 EAST DELAWARE PLACE CONDOMINIUM, TOOTHIER WITH AN UNDIVIDED PERCENT INTEREST IN THE COMMON EXEMENTS AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 22300553, AS AMENDED FROM TIME TO TIME, IN THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANCE 14, EAST OF THE THIRD PRENCEPAL MERIDIAN, IN COOK COUNTY, ILLEANOIS.

THE ADJUSTABLE RATE RIDER ATPRICIED 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 A RELIMENTS OF THIS MORTCACE AS IF THE RIDER WERE A PART HEREOF.

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HILS MORITAGE. THE CONDOMINIUM RIDER APPLACHED HERETO AND EXECUTED OF EVEN DATE HEREWITH IS INCORPORATED HEREIN AND THE COVENANTS AND ACREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORIVAGE AS IF THE RIDER WERE A PART HEREOF.

which has the address of 200 FAST DELAWARE PLACE, UNIT # 14F

. ILLINOIS .. 69611 (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 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.

Property of Cook County Clerk's Office