

# UNOFFICIAL COPY

95808761

## AFFIDAVIT OF NOTIFICATION OF ASSIGNMENT OF MORTGAGE

DEPT-01 RECORDING \$25.00  
 150004 TRAN 0101 11/21/95 15:20:00  
 #0551 # LF #-95-808761  
 COOK COUNTY RECORDER  
 DEPT-10 MAIL- FEE \$22.00

I, Jerome J. Dvorak, as agent for the Assignee,  
 (Assignor, Assignee)  
 of the mortgage registered as document number 3639113, being  
 first duly sworn upon oath, states:

1. That notification was given to Bernadette Smart, at  
201 Honeyuckle Lane Rolling Meadows IL 60008  
 Certificate No. \_\_\_\_\_, and mortgagors on document  
 no. 3639113, that the subject mortgage was being  
 assigned.

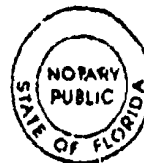
2. That presentation to the Registrar of filing of the assignment  
 of mortgage would cause the property to be withdrawn from the  
 Torrens System and recorded with the Recorder of Deeds of Cook  
 County.

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I, Jerome J. Dvorak, 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.

Jerome J. Dvorak  
 Affiant Jerome J. Dvorak  
 Assistant Vice President

Subscribed and sworn to before  
 me by the said \_\_\_\_\_  
 this 23<sup>rd</sup> day of October  
 1995.



TYRONE K. JACKSON  
 My Comm Exp. 5/03/97  
 Bonded By Service Ins  
 No. CC282345  
 Personally Known \_\_\_\_\_

\$25.00 T  
 4 22.00 P  
 \$47.00  
 JHC

Tyrone K. Jackson  
 Notary Public Tyrone K. Jackson

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95868761

Prepared by and Return to:  
Meridian Bank  
6600 North Andrews Avenue  
Cypress Centre  
Ft. Lauderdale, FL 33309  
Attn: Bobbie Lyon

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ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE AND NOTES is made as of November 9, 1994, by and between RESOLUTION TRUST CORPORATION ("RTC") with an office at 1000 Adams Avenue, Norristown, Montgomery County, Pennsylvania 19403, acting in its capacity as Receiver for Old Stone Federal Savings Bank ("Assignor") and MERIDIAN BANK ("Assignee"), a state chartered bank organized and existing under the laws of the Commonwealth of Pennsylvania, with an office at 6600 North Andrews Avenue, Fort Lauderdale, Florida 33309.

WHEREAS, by Order No. 93-12 of the Office of the Thrift Supervision, Department of the Treasury of the United States ("OTS"), dated January 29, 1993, RTC was appointed as Receiver for Old Stone Bank, a Federal Savings Bank ("Old Thrift");

WHEREAS, by OTS Order No. 93-12, dated January 29, 1993, RTC, as Receiver for Old Thrift, immediately organized Old Stone Federal Savings Bank ("New Thrift") and caused it be chartered as a federal savings association; and

WHEREAS, by OTS Order No. 93-12, dated January 29, 1993, RTC was appointed as Conservator for New Thrift and by virtue of that certain Purchase and Assumption Agreement dated January 29, 1993, entered into between RTC as Receiver for Old Thrift and RTC as Conservator for New Thrift, RTC as Conservator for New Thrift succeeded to all right, title and privilege in and to substantially all of the assets of Old Thrift, including the mortgages and notes which are the subject of this assignment, and

WHEREAS, by OTS Order No. NE 94-27, dated July 8, 1994, RTC as Conservator for New Thrift was replaced by RTC as Receiver for New Thrift, which appointment as Receiver was accepted by RTC on July 8, 1994.

NOW THEREFORE, for value received, Assignor hereby remises, releases, quitclaims, transfers, assigns, and delivers to Assignee, its successors and assigns, any and all of Assignor's right, title and interest in and to the Mortgages dated JULY 29, 1987, made by Bernadette Smart and recorded in the offices of the County Recorder in DOCUMENT # 3639113, in the County of COOK, State of ILLINOIS describing loan therein as:

AS DESCRIBED ON SAID RECORDED MORTGAGE REFERRED HEREIN

TOGETHER WITH the Note collateralized by said Mortgage, the monies due or to become due thereon, with interest, and all rights accrued or to accrue under said Mortgage and Note; all without recourse, representation or warranty whatsoever, expressed or implied, except as set forth in that certain Loan Sale Agreement, dated November 8, 1994, by and between Assignor as seller and Assignee as buyer.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the day and year first above written.

Michael Pezza  
Witness: Michael Pezza

Christine L. Hughes  
Witness: Christine L. Hughes

RESOLUTION TRUST CORPORATION, as  
Receiver for Old Stone Federal Savings Bank

By: Diana F. Jessie  
Diana F. Jessie  
Attorney-in-Fact pursuant to that certain  
Power of Attorney dated 10-4-1995  
recorded in Book 10636 Page 0405  
DADE County, Florida records. 95108761

STATE OF FLORIDA  
COUNTY OF BROWARD

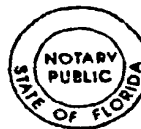
The foregoing Assignment of Mortgage was acknowledged before me on this 5th day of December 1994 by Diana F. Jessie, Attorney-in-Fact of RESOLUTION TRUST CORPORATION with an office at 1000 Adams Avenue, Norristown, Pennsylvania, 19403 acting in its capacity as Receiver for Old Stone Federal Savings Bank.

Tyrone K. Jackson  
Tyrone K. Jackson, Notary Public  
6600 North Andrews Avenue  
Ft. Lauderdale, FL 33309

PIN# : 02-27-408-109

Loan Number: 2238746  
Portfolio: RTC/LSBO - 6  
Pool: 8

CTF 1475443  
2455-2  
322



TYRONE K. JACKSON  
My Comm Exp. 5/03/97  
Bonded By Service Ins  
No. CC282345

Personally Known  Other L.O.

23:50  
AM

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223 8746

RECORDED

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on  
The mortgagor is **MARK J. SMART AND BERNADETTE M. SMART HIS WIFE**

**JULY 29, 1987**

("Borrower").

This Security Instrument is given to **OLD STONE MORTGAGE CORPORATION**

under the laws of **WASHINGTON**, and whose address is

**500 108TH AVE. N.E., BELLEVUE, WASHINGTON 98004**

("Lender").

Borrower owes Lender the principal sum of

**NINETY-FIVE THOUSAND FOUR HUNDRED AND NO/100 Dollars (U.S. \$ 95,400.00**

) This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **AUGUST 01, 2017**. This Security Instrument

secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

### SEE ATTACHED LEGAL DESCRIPTION:

THAT PART OF LOT TWENTY THREE LYING EAST OF A LINE DRAWN FROM A POINT IN THE NORTH LINE DRAWN FROM A POINT IN THE NORTH LINE OF LOT 23 AFORESAID, 93.26 FEET EAST OF THE NORTHWEST CORNER THEREOF TO A POINT IN THE SOUTH LINE OF LOT 23 AFORESAID 92.82 FEET EAST OF THE SOUTHWEST CORNER THEREOF AND LYING WEST OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF LOT 23 AFORESAID 116.15 FEET EAST OF THE NORTHWEST CORNER THEREOF TO A POINT IN THE SOUTH LINE OF LOT 23 AFORESAID 116.06 FEET EAST OF THE SOUTHWEST CORNER THEREOF. IN MEADOW EDGE UNIT 2-A, BEING A RESUBDIVISION OF ROLLING MEADOW EDGE UNIT -2, A SUBDIVISION IN THE SOUTH HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID MEADOW EDGE UNIT 2-A REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 5, 1975 AS DOCUMENT NUMBER 2797428.

9588781

TAX I.D. # 02-27-408-109

which has the address of **2501 HONEYSUCKLE LANE**  
(Street)  
Illinois **60008** ("Property Address");  
(Zip Code)

**ROLLING MEADOWS**  
(City)

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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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