

94176167

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UNOFFICIAL COPY

And When Recorded Mail To:
THE FEDERAL NATIONAL MORTGAGE ASSOC
C/O LOMAS MORTGAGE USA
8635 STEMMONS FREEWAY
DALLAS, TX. 75247

95848877

Loan # 05 10019364 (08-81-44929)

**** ASSIGNMENT ****
of
MORTGAGE

DEPT-01 RECORDING \$23.50
T#0008 TRAN 8847 12/06/95 14:56:00
#0129 # DR *-95-848877
COOK COUNTY RECORDER

TAX PARCEL I.D. NO. 04-25-316-029-0000

FOR VALUE RECEIVED, the undersigned: OWENSBORO NATIONAL BANK INC. hereby sell, assigns, transfers and conveys to: LOMAS MORTGAGE USA, its, the undersigned's right title, interest and estate in and to a certain Security Instrument (i.e. Mortgage, Deed of Trust, Security Deed, Mortgage Deed, Mortgage Bond, or Deed Bond) executed by WILLIAM J. YACULLO AND MARIE E. YACULLO to

MOUNT PROSPECT FEDERAL SAVINGS AND LOAN ASSN. under the date of JUNE 23, 1973, and recorded in: Instrument # 22 373 214
Book: _____ Page: _____ of the records of COOK
County in the state of ILLINOIS with the legal description of _____

AS DESCRIBED IN MORTGAGE AND REFERRED TO HEREIN

DEPT-01 RECORDING \$23.50
T#0012 TRAN 4594 02/23/94 15:18:00
#8240 # *-94-176167
COOK COUNTY RECORDER

IN WITNESS WHEREOF, OWENSBORO NATIONAL BANK has caused this instrument to be signed by its authorized officer(s) has fixed its seal hereto and has caused the same to be attested by its authorized officer(s) on this 2nd day of August, 1993.

This Assignment is being re-recorded to correct the name of the Assignee.
OWENSBORO NATIONAL BANK

Laura Mischel
Laura Mischel, Vice-President

95848877

ATTEST: Wanda Gray
Wanda Gray, Loan Operations Mgr.

WITNESS:
Julie West
Monica Daley

STATE OF KENTUCKY)
COUNTY OF DAVIESS)

Before me, the undersigned a Notary Public for and within said county, came Laura Mischel and Wanda Gray known to be Vice-President and Loan Operations Manager of OWENSBORO NATIONAL BANK who acknowledged the execution of the above foregoing instrument to be their and said corporation voluntary act and deed for the uses and purposes therein set forth. Witness my hand and official seal at OWENSBORO, KENTUCKY this 2nd day of August, 1993.

Prepared By:
OWENSBORO NATIONAL BANK
P.O. BOX 787
230 FREDERICA
OWENSBORO, KY. 42302-0787

Susan Daugherty

Jennifer L. Rudd
Notary Public

JENNIFER L. RUDD
Notary Public
KY STATE AT LARGE
My Commission Expires
03-30-97

94176167

[Handwritten signature]

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SYNOPSIS

Property of Cook County Clerk's Office

PROPERTY OF THE CLERK OF THE COUNTY OF COOK

1914

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92022458

05-100 1936-4

Mortgage No. 1726 21 46 37 8

22 373 214

(Individual Form)

Loan No. 1936

08-81-44929

THE UNDERSIGNED,

William J. Yacullo and Marie E. Yacullo, his wife

of Glenview, County of Cook, State of Illinois

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

MT. PROSPECT FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the State of Illinois United States of America hereinafter referred to as the Mortgagee, the following real estate in the County of Cook in the State of Illinois, to-wit:

Lot 2 in Swanson's Resubdivision of Lots 35, 36 and 37 in Epton's Country Club Manor, a Subdivision of West Half of the Southeast Quarter of the Southwest Quarter of Section 25, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

1509 KAYWOOD GLENVIEW ILL 60045

P.L.N.

EXHIBIT "A" 500

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air-conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-s-door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said premises, whether physically attached thereto or not); and also together with all rents and profits of said premises which are hereby assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any State, which said rights and benefits the Mortgagor does hereby release and waive.

TO SECURE

(1) The payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of

Forty Four Thousand Five Hundred and no/100 Dollars

(\$ 44,500.00), which Note, together with interest thereon as therein provided, is payable in monthly installments of

Three Hundred Fourteen 52/100 Dollars

(\$ 314.52), commencing the First day of September, 19 73

which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(2) any advances made by the Mortgagee to the Mortgagor, or his successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of Forty Four Thousand Five Hundred and no/100 Dollars (\$ 44,500.00), provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(3) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts as to the same, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire and other risks as the Mortgagee may require, and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in case of foreclosure; and in case of loss under such policies, the Mortgagee is authorized to adjust, correct and compromise, in his discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers, and releases required of him to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in his discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

B In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, I promise to pay to the Mortgagee, a prorate portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such items; (b) be carried in a savings account and withdrawn by it to pay such items; or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as they accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, I promise to pay the difference upon demand. If such sums are held or carried in a savings account, or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

C This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advances and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

E That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract;

BOX 888

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