

# UNOFFICIAL COPY

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After Recording, Return to:  
Robert P. Joseph and Co.,  
68 Memorial Ave.  
Gibbstown, NJ 08027

DEPT. OF RECORDING 137.50  
12:00 PM 12/26/95 15 55 09:15:2100  
1995:11 \* 2 \* 318709  
COUNTY RECORDER

## ASSIGNMENT OF MORTGAGE OR DEED OF TRUST (Residential Loans)

THIS ASSIGNMENT made as of the 27th day of February, 1995 by FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF GOLDOME, formerly Goldome FSB, also known as Goldome Federal Savings Bank, a corporation organized and existing under the Laws of the United States of America, with offices at c/o Niagara Asset Corporation, Waterfront Village Center, 60 Lakefront Boulevard, Suite 316, Buffalo, New York 14202-4392 ("Assignor") in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, received from or on behalf of

First Home Savings Bank, FSB, with an office at 125 S. Broadway, Pennsville, N.J. 08070 ("Assignee"), the receipt of which is hereby acknowledged, hereby assigns to Assignee all of Assignor's right, title and interest in and to those mortgages or deeds of trust, as set forth on Exhibit A attached hereto and made a part hereof, and related instruments, if any, encumbering property more fully described therein,

TOGETHER with the bond(s) or note(s) or obligations described in said mortgages or deeds of trust and instruments, and the moneys due and to grow due thereon with the interest,

TO HAVE AND TO HOLD the same unto Assignee, and to the successors, legal representatives and assigns of the Assignee forever.

THIS ASSIGNMENT is made without recourse against, and without representations or warranties including collectibility, or otherwise, express or implied by, Assignor in any event whatsoever.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed by its duly authorized attorney-in-fact as of the 27th day of February, 1995.

FEDERAL DEPOSIT INSURANCE CORPORATION,  
AS RECEIVER OF GOLDOME, formerly Goldome  
FSB, also known as Goldome Federal  
Savings Bank

Witnessed By:

Karen C. Fernandez  
KAREN C. FERNANDEZ

By

Ralph J. Foscolo  
RALPH J. FOSCOLO  
Attorney-in-Fact

Amy M. Ludwig  
AMY M. LUDWIG

Attested By

Todd N. Robinson  
TODD N. ROBINSON  
Attorney-in-Fact

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(Multi-State - Nonrecorded POA)

STATE OF NEW YORK    )  
                               ) SS.:  
 COUNTY OF ERIE        )

On this 2nd day of March, 1995, before me personally appeared RALPH J. FOSCOLO, to me known, who, being by me duly sworn did depose and say that his business address is 60 Lakefront Boulevard, Suite 316, Buffalo, NY; that he is an Attorney-In-Fact of Federal Deposit Insurance Corporation, the corporation described in and which executed the foregoing instrument as Receiver of Goldome, formerly Goldome FSB, also known as Goldome Federal Savings Bank; that he signed his name thereto, under and by the virtue of a formal Power of Attorney dated August 21, 1991, recorded in the Office of the Clerk of Erie County, New York on August 28, 1991, in Liber 169 of Powers of Attorney at Page 195 (a copy of which is attached hereto and made a part hereof for recording in the applicable recorder's office); Substitution of Officers on Power of Attorney dated October 18, 1991, was recorded in the Office of the Clerk of Erie County, New York on October 18, 1991, in Liber 170 of Powers of Attorney at Page 203 (the "First Substitution"); that Second Substitution of Officers on Power of Attorney dated December 2, 1991, was recorded in the Office of the Clerk of Erie County, New York on December 12, 1991, in Liber 171 of Powers of Attorney at Page 704 (the "Second Substitution"); that the Third Substitution of Officers on Power of Attorney dated August 27, 1992, was recorded in the Office of the Clerk of Erie County, New York on August 27, 1992, in Liber 180 of Powers of Attorney at Page 79 (the "Third Substitution"); that the Fourth Substitution of Officers on Power of Attorney dated March 25, 1994, was recorded in the Office of the Clerk of Erie County, New York on March 30, 1994, in Liber 197 of Powers of Attorney at Page 1121 (together with the First Substitution, Second Substitution and the Third Substitution, the "Substitution"); that said Power of Attorney has not been amended, revoked or terminated except pursuant to the Substitution and is in full force and effect as a valid act of said corporation by order of the Board of Directors of said corporation; that he is President and Chief Operating Officer of Niagara Asset Corporation, Servicer to the Federal Deposit Insurance Corporation, as Receiver of Goldome, formerly Goldome FSB, also known as Goldome Federal Savings Bank; and that he is personally known to me and he did take an oath.

60315709

Virgilio Mendez  
 Notary Public

This Instrument Prepared by:  
 Todd N. Robinson, Esq.  
 Niagara Asset Corporation  
 Waterfront Village Center  
 60 Lakefront Boulevard, Suite 316  
 Buffalo, NY 14202-4392

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2/21/85

EXHIBIT A

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Page 6

STATUS: II  
CREDIT: GOOD

MORTGAGOR  
THOMAS E. SCHEMERT, EDWARD R. & JILLIAN C. SCHEMERT  
Pool A3 Acct 00005255601 > ASSIGNMENT:

MORTGAGEE/ASSIGNEE  
LIONS SAVINGS AND LOAN ASSOC.  
LIONS SAVINGS AND LOAN ASSOCIATION NO. 001000  
5/12/84 27125050  
6/12/84 27125051

DATE  
ACQ. NO. BOOK/PAGE

SEE ATTACHED COPY  
OF LEGAL DESCRIPTION  
FEDERAL SAVINGS BANK  
Clerk's Office  
Property of Cook County

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# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1984 JUN 12 AM 10:31

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This instrument was prepared by:  
**Lyons Savings & Loan Assoc.**  
(Name)  
440 East Ogden, Hinsdale, Il.  
(Address) 60521

## MORTGAGE

THIS MORTGAGE is made this 31st day of May, 1984, between the Mortgagor, **Thomas E. Schwartz, a bachelor and Edward R. Schwartz and Jeanne C. Schwartz, his wife** (herein "Borrower"), and the Mortgagee, **Lyons Savings and Loan Association**, a corporation organized and existing under the laws of the State of Illinois, whose address is **440 East Ogden Avenue, Hinsdale, Illinois 60521** (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of **Twenty six thousand five hundred and 00/100ths (26,500.00)** Dollars, which indebtedness is evidenced by Borrower's note dated May 31, 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 June 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:

- Parcel 1:  
Unit number 6-309 in Villa Verde Condominium, as delineated on a survey of the following described real estate:  
Part of Villa Verde, a subdivision of the south 670 feet of the north east 1/4 of the north east 1/4 of section 7, township 42 north, range 11 east of the third principal meridian, in the Village of Buffalo Grove, according to the plat thereof recorded January 3, 1977 as document number 21765265, in Cook County, Illinois, which survey is attached as exhibit "C" to the Declaration of Condominium recorded in the office of the recorder of deeds, Cook County, Illinois, as document number 26700515, together with its undivided percentage interest in the common elements, together with the tenements and appurtenances thereunto belonging, in Cook County, Illinois.
- Parcel 2:  
Easements appurtenant to and for the benefit of Parcel 1 as set forth in the Declaration Umbrella for Villa Verde dated 7-22-83 and recorded as document number 26700513 for ingress and egress, in Cook County, Illinois.

Mortgagor also hereby grants to the mortgagee it successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium aforesaid.

This mortgage is subject to all rights, easements, covenants, conditions, restrictions and contained in said declaration the same as though the provisions of said declaration were recited and stipulated at length herein.

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.

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D/B

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REC'D AUG 28 1991

COUNTY OF ERIE

STATE OF NEW YORK

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the FEDERAL DEPOSIT INSURANCE CORPORATION, a Corporation organized and existing under an Act of Congress, hereinafter called the "FDIC", acting in its receivership capacity, acquired the assets of Goldome, a state chartered state bank and trust company (the "Bank"). Pursuant to 12 U.S.C. Section 1321, the FDIC in its capacity as receiver for the Bank ("Receiver") succeeded to all rights, titles, powers, and privileges of the Bank with respect to the Bank's assets. In that certain Purchase and Assumption Agreement dated May 31, 1991 by and between the FDIC in its corporate and receiver capacity and Key Bank of Western New York ("Key"), the Receiver sold certain of the Bank's former assets to Key. A number of the Bank's former assets were not sold to Key, and title to such assets remains with the Receiver. The Bank's former assets not sold to Key and remaining with the Receiver will hereafter be referred to as the "Remaining Assets." The Receiver has determined that it is necessary to appoint a representative to act on its behalf in connection with the maintenance and liquidation of the Remaining Assets.

Under Section C(18) of the Resolution of FDIC's Board of Directors, dated June 12, 1990, Ser. No. 049112, the undersigned Wayne J. Ness as designee of the Director of the Division of Liquidation of the FDIC, is empowered to execute powers of attorney on behalf of the FDIC.

The Receiver, for the purpose of facilitating the maintenance and liquidation of the Remaining Assets, hereby appoints William Beamer, Mary Beth Glose, Chuck Meyer, John Maloney, Ralph J. Foscolo, D. Sigrid Edwards, and Jacquelyn Peterson, being officers of Niagara Asset Corporation\* ("Niagara Asset"), formerly known as KEW Asset Management Corp., as its attorneys-in-fact regarding the Remaining Assets. The Receiver hereby authorizes each of the herein named attorneys-in-fact to act individually and separately in the exercise of the powers granted herein. The herein named attorneys-in-fact will hereafter be referred to, individually and collectively, as "the Receiver's Attorney-in-Fact."

\* 3 FOUNTAIN PLAZA, STE 500, BFLD NY 14203-1489

The Receiver's Attorney-in-Fact is hereby empowered and authorized to:

- (1) Sign, seal and deliver as the act and deed of the Receiver any instrument in writing, and to do every other thing necessary and proper including, but not

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limited to the institution of legal proceedings, for the collection and recovery of any and all monies and properties of every kind and nature whatsoever for and on behalf of the Receiver and to give proper receipts and acquittances therefor in the name and on behalf of the Receiver;

(2) Release, discharge or assign any and all judgments, mortgages on real estate or personal property [including the release and discharge of the same of record in the office of any Prothonotary or Register of Deeds wherever located where payments on account of the same in redemption or otherwise may have been made by the debtor(s)], and to endorse receipt of such payment upon the records in any appropriate public office;

(3) Receive, collect and give all proper acquittances for any other sums of money owing to the Receiver for any Remaining Asset which the Receiver's Attorney-in-Fact may sell or dispose of;

(4) Execute any and all transfers and assignments as may be necessary to assign any securities or other choses in action;

(5) Sign, seal, acknowledge and deliver any and all agreements as shall be deemed necessary or proper by the Receiver's Attorney-in-Fact in the care and management of the Remaining Assets;

(6) Sign, seal, acknowledge and deliver surety bonds in the name of and on behalf of the Receiver in connection with litigation involving the Remaining Assets;

(7) Sign receipts for the payment of all rents and profits due or to become due on the Remaining Assets;

(8) Execute, acknowledge and deliver deeds of real property in the name of the Receiver;

(9) Extend, postpone, release and satisfy or take such other action regarding any mortgage lien held in the name of the Receiver;

(10) Execute, acknowledge and deliver in the name of the Receiver a power of attorney wherever necessary or required by law to any attorney employed by the Receiver;

(11) Foreclose any mortgage or other lien on either real or personal property, wherever located;

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(12) Do and perform every act necessary for the use, liquidation or collection of the Remaining Assets held in the name of the Receiver;

(13) Sign, seal, acknowledge and deliver any and all documents as may be necessary to settle any action(s) or claim(s) asserted against the Receiver.

The Receiver also gives and grants unto the Receiver's Attorney-in-Fact full power to substitute one or more officers of Niagara Asset, as attorney-in-fact under him or her (whether one or more, hereinafter, the "Substitute Attorney-in-Fact"), in or concerning this Power of Attorney or any part hereof, and such substitution at the pleasure of the Receiver's Attorney-in-Fact may be revoked, the Receiver hereby ratifying and confirming all that the Receiver's Attorney-in-Fact or the Substitute Attorney-in-Fact shall do or may do in the premises by virtue hereof. The total number of the Receiver's Attorney-in-Fact, including the Substitute Attorney-in-Fact, shall not exceed seven (7) at any given time.

This Power of Attorney shall be effective immediately and shall continue until May 31, 1996 or until terminated earlier by a revocation filed by the Receiver in the office of the County Clerk of Erie County, New York.

IN WITNESS WHEREOF, the Receiver, by its duly authorized officer empowered by appropriate Resolution of its Board of Directors, has caused these presents to be subscribed in its name this 21st day of August, 1991.

FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR GOLDOME

By: Wayne J. Ness  
Wayne J. Ness  
Assistant Director of Operations  
Division of Liquidation  
Federal Deposit Insurance Corporation

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Robert A. [Signature]  
Carl [Signature]

ATTEST: [Signature]

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UNITED STATES OF AMERICA §  
DISTRICT OF COLUMBIA §

This instrument was acknowledged before me on this 21st day of August, 1991, by Wayne J. Ness who, being by me duly sworn, did depose and say that he resides in Washington, D.C., and that he is the Assistant Director of Operations of the Division of Liquidation of the Federal Deposit Insurance Corporation, the corporation described in and which executed the above instrument in the capacity stated; and that he signed his name thereto by authority of the Board of Directors of said corporation.



Gwendolyn Ferguson  
Notary Public, District of  
Columbia, United States of  
America

GWENDOLYN FERGUSON

Printed Name

My commission expires September 11, 1993

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FILED  
ERIE COUNTY  
CLERK'S OFFICE

Power of Attorney  
of Federal Deposit  
Insurance Corporation,  
Recessed at Baltimore

Dated August 21, 1991

\* Virginia Henderson  
Niagara Asset Corp  
Three Commerce Plaza  
Buffalo, NY

STATE OF NEW YORK  
ERIE COUNTY CLERK'S OFFICE

Recorded in Liber. 169 Page. 198  
of .....  
on the ..... day of August  
A.D., 1991, at 11:15 o'clock  
and examined.

David J. [Signature]  
CLERK

LIBER 169 PAGE 198

169-208-22-  
11-2-0-155

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 31st day of May, 1984, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to Lyons Savings and Loan Association (herein "Lender") and covering the Property described in the security instrument and located at 6 Villa Verde Drive, Unit 309, Buffalo Grove, Illinois 60090 (Property Address)

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as Villa Verde Condominiums (Name of Condominium Project) (herein "Condominium Project").

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

**A. Assessments.** Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

**B. Hazard Insurance.** So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the Property;

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied; and

(iii) the provisions in Uniform Covenant 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Uniform Covenant 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, if any, paid to Borrower.

**C. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

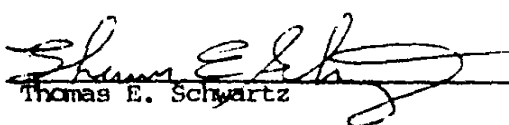
(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

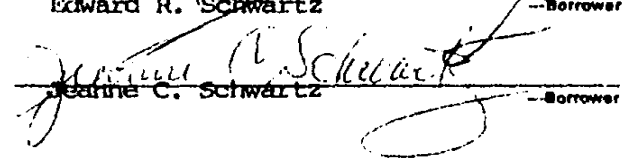
(iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

**D. Remedies.** If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the security instrument, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

  
Thomas E. Schwartz

  
Edward R. Schwartz - Borrower

  
Jeanne C. Schwartz - Borrower

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Mail to:  
Lyons Savings and Loan Assoc.  
440 East Ogden  
Hinsdale, IL 60521

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