

UNOFFICIAL COPY

COOK COUNTY  
RECORDER

95340118

JESSE WHITE  
ROLLING MEADOWS

SEP 27 1994

ASSIGNMENT OF MORTGAGE OR BENEFICIAL INTEREST  
IN DEED OF TRUST

FOR VALUE RECEIVED, the undersigned assignor ("Assignor") does hereby grant, bargain, sell, assign, transfer and convey to the following assignee ("Assignee"):

Franklin Credit Recovery Fund XXII L.P.,  
a Limited Partnership organized under the laws of the state of Virginia  
6 Harrison Street, 6th Floor, New York, NY 10013

all of Assignor's right, title and interest in and to that certain Mortgage or Deed of Trust, a copy of which is attached hereto as Exhibit "A", which encumbers the real property more particularly described therein, together with all the indebtedness currently due and to become due under the terms of any promissory note or evidence of indebtedness secured thereby. This assignment is made without recourse to Assignor and without representation or warranty by Assignor, express or implied.

Recording Data from Document Attached as Exhibit "A": Book/Vol./Film/Liber/No.:  
Page No.: Reception/Document No.: 901294, Recorded in  
Cook County, IL

ASSIGNOR:

RESOLUTION TRUST CORPORATION  
as Receiver for  
First Federal Savings Bank of Zion, Zion, Illinois

By: [Signature]  
Janis E. Reed (also known as J. Reed)  
Attorney-in-Fact under Limited Power of  
Attorney dated September 20, 1994

STATE OF MISSOURI )  
COUNTY OF JACKSON ) ss.

RECORDING 23.00  
MAIL 0.50  
# 95340118

The undersigned, a notary public in and for the above-said County and State, does hereby acknowledge that on the day and year set forth below, personally appeared L. Reed as Attorney-in-Fact for Resolution Trust Corporation, solely in its capacity as Receiver for First Federal Savings Bank of Zion, Zion, Illinois as specified above, and being duly sworn by and personally known to the undersigned to be the person(s) who executed the foregoing instrument on behalf of said principal, acknowledged to the undersigned that she/he/they voluntarily executed the same for the purposes therein stated as the free act and deed of said principal.

WITNESS my hand and official seal, this 10 day of NOV, 1994.

[SEAL]

[Signature]  
Notary Public for the State of Missouri  
My Commission Expires: \_\_\_\_\_

RICKI D. COX  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires 8/18/97



Prepared By +  
[WHEN RECORDED RETURN TO]  
NATIONWIDE TITLE CLEARING  
7530 GLENOAKS BLVD., SUITE #200  
BURBANK, CALIFORNIA 91504  
FRANKLIN LOAN NO: 161027

95340118

161027

23.50  
8

ASGN01

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Property of Cook County Clerk's Office

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EXHIBIT A 10632042  
FIN NO 2144

Property of Cook County

MAR 13 1890 REAL ESTATE MORTGAGE MAR 13 1890  
 THE MORTGAGORS: William E. Duffy & Rosa Davis-Duffy  
 His Wife, as Joint Tenants (Name of Buyer and Other Owners)  
 of the City of Chicago in the County of Cook 90112911  
 (City/Town) (County)  
 State of Illinois Mortgage and Warranty to Cory Compensation Corp.  
 (State) (Name of Lender)  
 hereinafter called Mortgagee, of the City of Chicago County of Cook (County) and  
 State of Illinois to secure the payment of \$ 22,201.20 evidenced by the  
 (Total of Payments)  
 certain Retail Instrument Contract, bearing even date herewith,  
 ALL OF THE FOLLOWING DESCRIBED REAL ESTATE, to-wit:

LOT 13 (EXCEPT THE NORTH 4 FEET) AND LOT 24 (EXCEPT THE  
 SOUTH 12 FEET) IN BLOCK 20 IN CALAMIST TRUST'S  
 SUBDIVISION IN SECTION 12 BOTH NORTH AND SOUTH OF THE  
 INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 14, AND  
 FRACTIONAL SECTION 7 NORTH OF THE INDIAN BOUNDARY LINE  
 IN TOWNSHIP 37, RANGE 15, EAST OF THE THIRD PRINCIPAL  
 MERIDIAN, AS PER PLAT THEREOF RECORDED DECEMBER 30, 1925  
 AS DOCUMENT NUMBER 9137462, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING 113  
 78444 TRAN 3523 03/13/90 15 44-01  
 86741 8 D 8-70-112911  
 COOK COUNTY RECORDER

30054526

Pin# 25-12-412-070  
 Add: 10051 S. Crandon Rd

90112911

TRW REAL ESTATE  
 LOAN SERVICES  
 SUITE #1015  
 100 N. LA SALLE  
 CHICAGO, IL 60602

REC 12015 1

including the rents and profits arising or to arise from the real estate from default until the time to redeem from any sale under  
 judgment of foreclosure shall expire, situated in the County of Cook and State of Illinois, hereby  
 releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right I  
 retain possession of said premises after any default in or breach of any of the covenants, agreements, or provisions herein  
 contained.

And it is further provided and agreed that if default be made in the payment of said contract (or any of them) or any part thereof  
 or the interest thereon or any part thereof, when due, or in case of waste or non payment of taxes or assessments, or neglect to  
 procure or renew insurance, as hereinafter provided, then and in such case, the whole of said principal and interest secured by  
 the contract in this mortgage mentioned shall thereupon, at the option of the holder of the contract, become immediately due  
 and payable, anything herein or in said contract contained to the contrary notwithstanding and this mortgage may, without  
 notice to said Mortgagor of said option, be immediately foreclosed, and it shall be lawful for said Mortgagee, agent  
 or attorneys, to enter into and upon said premises and to receive all rents, issues and profits thereof, the same when collected  
 after the deduction of reasonable expenses, to be applied upon the indebtedness secured hereby, and the court wherein an  
 such suit is pending may appoint a Receiver to collect said rents, issues and profits to be applied on the interest accruing after  
 foreclosure sale, the taxes and the amount found due by such decree.

If this mortgage is subject and subordinate to another mortgage, it is hereby expressly agreed that should any default  
 be made in the payment of any installment of principal or of interest on said prior mortgage, the holder of this mortgage may  
 pay such installment of principal or such interest and the amount so paid with legal interest thereon from the time of such pay-  
 ment may be added to the indebtedness secured by this mortgage and the accompanying contract shall be deemed to be secured  
 by this mortgage, and it is further expressly agreed that in the event of such default or should any suit be commenced to fore-  
 close said prior mortgage, then the amount secured by this mortgage and the accompanying contract shall become and be due  
 and payable at any time thereafter at the sole option of the owner or holder of this mortgage.

And the said Mortgagor further covenants and agrees to and with said Mortgagee that Mortgagor will in the meantime pay  
 all taxes and assessments on the said premises, and will as a further security for the payment of said indebtedness keep a  
 building that may at any time be upon said premises insured for fire, extended coverage, vandalism and malicious mischief by  
 some reliable company, up to the insurable value thereof, or up to the amount remaining unpaid of the said indebtedness, or by  
 suitable policies, payable in case of loss to the said Mortgagee and to deliver to it all policies of insurance therewith, as soon as  
 effected, and all renewal certificates therefor, and said Mortgagee shall have the right to collect, receive and receipt in the  
 name of said Mortgagor or otherwise, for any and all money that may become payable and collectible upon any such policies of  
 insurance, by reason of damage to or destruction of said buildings or any of them, and apply the same less all reasonable expense  
 in obtaining such money in satisfaction of the money secured hereby, or in case said Mortgagee shall so elect, may use the  
 same in repairing or rebuilding such building and in case of refusal or neglect of said Mortgagor thus to insure or deliver such  
 policies, or to pay taxes, said Mortgagee may procure such insurance or pay such taxes, and all monies thus paid shall be ac-  
 cured hereby, and shall bear interest at eight percent and be paid out of the proceeds of the sale of said premises, or out of such  
 insurance money if not otherwise paid by said Mortgagor.

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This instrument prepared by M. Schantz (Name)  
 of 6316 N. Cicero Ave., Chicago, Ill. (Address) Illinois

ORIGINAL

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