LOAN NO. 0749324

179

## UNOFICIAL COPYILLOS

96572362

WHEREAS, THE OFFICE OF THRIFT SUPERVISION, PURIOUNT TO SECTION S(d)(2) OF THE HOME DWNERS' LOAN ACT OF 1933 and by Order NO. 91-493 dated August 16, 1991, appointed to resolution thust corporation as receiver of united savings of America (Latistor"), successor in interest to united savings association of America, Guardian (Latings and Loan Association, United Savings and Loan Association, United Savings and Loan Association, First Savings and Loan Association, First Savings and Loan Association of Stoamars, worth Federal Savings and Loan Association, First Federal Savings and Loan Association, First Federal Savings and Loan Association, First Savings and Loan Association of Berwyn, Advance Savings and Loan Association, Fairway Savings and Loan Association, and West Fullman Savings and Loan Association;

IN WITNESS WHEREOF, that ASSIGNMENT has been executed this 29th day of October, 1991.

PIN #: 19283160450000 DESTRUCTION TRUST CORPORATION #23.50

PESOLUTION TRUST CORPORATION #9980 # 140 #-96-572362

RECEIVER OF COUNTY RECORDER

INTTED SAVINGS OF AMERICA

39:

THOMAS J. KELLY
ATTORNEY-IN-FACT, PURSUANT TO
POWER OF ATTORNEY DATED IN-

ACKNOWLEDGEHELT

STATE OF ILLINOIS

DOUNT, OF COOK

THOMAS J. KELLY
A TORNEY-IN-PACT, PURSUANT TO
POWER OF ATTORNEY OF THE POWER

On this 29th day of October. 1991, before me appeared

to me periorally known, who, being dufy swarm and say that sine
for RESOLUTION TRUST CORPORATION, at RECEIVER of
UMITED SAVINGS OF AMERICA, and that the Instrument was signed for the purposes
contained therein on behalf of the Corporation, and by authority of the Corporation,
and the further acknowledged the Instrument to be the free act and deed of the
Corporation as RECEIVER of UNITED SAVINGS OF AMERICA.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

AS THE STATE OF TH

Notary Public My Commission Expires:

Than Instrument was prepared by:

Regin Hennig, Asset Marketing RESOLUTION TRUST CORPORATION, as RECIEVER of UNITED SAVINGS OF AMERICA RESOLUTION POINT BLVd. RESOLUTION VILLAGE, IL 60007

PLEASE RECORD AND RETURN TO: GMAC MORTGAGE CORPORATION ATTN: ASSIGNMENT AUDITOR PO BOX 780 WATERLOO IA 50704-0780 6572362

23.0

## UNOFFICIAL COPY

Property of Cook County Clerk's Office

## UNOFEIGRAL COPY 0 7 49324

STATE OF ILLINOIS

EXHIBIT AMORTGAGE

This form is used in connection with margages insured under the one- to four-family provisions of the National Housing Act

THIS INDENTURE, Made this

7th day of

August "", 1980, between

NOW, THEREFORE the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WAKR NT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of Illinois, to wit: LOT 29 (EXCEPT THE SOUTH 20 FEET) AND ALL OF LOT 30 IN BLOCK 9 IN FREDERICK H. BARTLETT'S GIE/TER 79th STREET SUBDIVISION BEING A SUBDIVISION OF THE SOUTHWEST & OF THE SOUTHEAST & OF SECTION 29, ALSO THE SOUTHWEST & OF THE SOUTHEAST & OF SECTION 29, EAST OF THE THIRD PRINCIPAL METIDIAN, IN COOK COUNTY, ILLINOIS.

Principa	Inte	rest	SCHLUSSEA.			Mortgage Insurance Premium						
\$382.09	during	the	let	Note	Year	4	\$27.20	During	the	lst	Note	Year
410.74	During	the	2nd	Note	Year		21.68	During	the	2nd	Note	Year
441.55	During	the	3rd	Note	Year		22.07	During	the	3rd	Note	Year
474.66	During	the	4th	Note	Year	<b>TO</b> .	22.34	During	the	4th	Note	Year
510.26	During	the	5th	Note	Year	. 9/,	22.47	During	the	5th	Note	Year
548.53	During	the	6th	Note	Year	4/	22.41	During	the	6th	Note	Year
	and thereafter						and thereafter: 0 - >-					

Deferred interest shall be added to the principal balance monthly. The maximum aggregate amount by which said deferred interest shall increase the principal balance is \$3,663.38.

TOGETHER with all and singular the tenements, hereditaments and appoint mences thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures it, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Morigagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and increase, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forta, aree from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as here-inafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said lend is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

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