When recorded, return

RCG, INC. 505 San Marin Dr., #110A Novato CA 94945

96666792

. DEPT-01 RECORDING

\$33.50

Cntrl #

: 10780468,1

Loan#

Fin#

: 60146306

: 7282 KANSAS CITY/KISSALL

T40008 TRAN 4063 08/30/96 09:39:00

\$5423 \$ BJ #~96~666792

COOK COUNTY RECORDER

#### ASSIGNMENT OF MORTGAGE

This Assignment of MORTGAGE is made and entered into as of the lat day of September, 1995 from and entered into as of the lat day of September, 1995 from the Resolution Trust Corporation acting in its capacity as conservator or receiver for Horizon Federal Savings Bank, successor-in-interest to or formerly known as, as the case may be First Federal Savings and Loan Association of Wilmette, (the 'Assignor'), to The First National Bank of Chicago, as Trustee under that certain Pooling and Servicing Agreement dated as of September 1, 1995, for RTC Mortgage Pass-Through Certificates, Series 1995-2, (the 'Assignee').

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does by these presents hereby grant, bargain, sell, assign, convey, transfer and set over unto the Assignee, its successors, transferees, and assigns forever, all of the rights, title and interest owned or held by said Assignor in and to the following instrument, duly recorded in the Office of the County Recorder of Cook, County, State of IL, described as follows:

Unit 1205, 400 E. Randolph Street, Chicago

Borrower Name(s):

Arline B. Sax, divorced and not remarried

Original Lender: First Federal Savings and Loan Association of Wilmette

Date of Instrument: 12/18/73 Loan Amt:\$ 31,900.00

Date of Recording: 1/09/74

Instr/Ref # : 22,590,333

Parcel/Tax ID # or Map Ref # :17-10-400-001; 17-10-400-005 \* See Exhibit 'A' attached hereto and incorporated herein for legal description.

\*and 17-10-400-006, all in Volume 510

PARTITION IN

--- ASSIGNMENT OF MORTGAGE for 10780468.1 continued

Together with any and all notes and obligations therein described or referred to, the debt respectively secured thereby and all sums of money due and to become due thereon, with interest thereon, and attorney's fees and all other charges.

This Assignment is made without recourse, representation or warranty.

Dated: 10/6

PISOLUTION TRUST CORPORATION, AS Concervator or Receiver for Horizon Federal Savings Bank

successor in interest to or formerly response, as the case may be First Figure 1 Savings and Loan Association of Wilmette

BY:

Reginald Birchman

Its Attorney-in Fact

State of California County of Los Angeles

On 10/6/95, before me, NEIL (HAMBERS) personally appeared Reginald Birchman, personally known to me (or proved to me on the basis of satisfactory evidence) to to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

and official seal.

Signature

My Commission Expires:

Prepared by S. Richardsch RCG, Inc. 505 San Marrin Dr. #110A, Noveto, CA, 94945\*415-898-7200

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CNTRL# : 10780468.1

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#### JOINDER

RESOLUTION TRUST CORPORATION, acting in its capacity as conservator or receiver for Horizon Savings Bank, F.S.B., hereby assigns, conveys and transfers to Assignee any and all interest it may have in the above referenced MORTGAGE and hereby joins in the assignment to the Assignee of the interests described herein, without recourse, representation or warranty.

Dated: (0

RESOLUTION TRUST CORPORATION as conservator or receiver for Horizon Springs Bank, F.S.B.

By:

Reginald Birchman

Its Attorney-in Fact

State of California County of Los Angeles

on 0/6/6 before me, NEIL HANBERS
personally appeared Reginald Birchman, personally known
to me (or proved to me on the basis of satisfactory evidence) to
be the person whose name is subscribed to the within instrument
and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity on behalf or which the person acted, executed the instrument. T'S OFFICE

WITNESS my hand and official seal.

Notar

My Commission Expires:

Page 3

NUL CHAMPERS COMM. # 1054540 Notory Public - Contental LOS ANGELES COUNTY My Comm. Expires APR 2, 1999

PARCEL 1:
Unit No. 1205 as delineated on Survey of certain lots in the Plat
of Lake Front Plaza, a subdivision of a parcel of land lying in
accretions to fractional Section 10, Township 39 North, Range 14,
East of the Third Principal Meridian, according to the plat thereof
recorded April 30, 1962, as Document No. 18,461,961, conveyed by
Deed from Illinois Central Railroad Company to American National
Bank and Trust Company of Chicago, as Trustee, under Trust No.
17460, recorded May 7, 1962, as Document No. 18,467,558, and also
Supplemental Deed thereto recorded December 23, 1964, as Document
No. 19,341,545, which survey is attached as Exhibit "A" to Declaration of Condominium made by American National Bank and Trust Company
of Chicago, as Trustee, under Trust Agreement dated April 9, 1962,
and known as Trust No. 17460, recorded in the Office of the Recorder
of Cook County, Illinois, as Document No. 22,453,315 together with

an undivided .10235% interest in the property described in said Declaration of Condominium aforesaid (excepting the units as defined and set forth it the Declaration of Condominium and Survey).

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Easements for the benefit of Parcel 1 aforesaid as created by Grant from Illinois Central Railroad Company to American National Bank and Trust Company of Chicago as Trustee under Trust No. 17460 dated May 1, 1962 and recorded May 7, 1962 as document 18,467,559 and by grant recorded December 23, 1964 as document 19,341,547 more particularly described as follows:

A perpetual easement for access roadway on and across a strip of land being a part of Parcels "C" and "C-1" as shown on and described in Plat of "Lake Front Plaza" aforesaid, 25 feet of even width being 12.5 feet on each side of a center line described as follows:

Beginning at a point on the North line of East Randolph Street extended 152.5 feet East of the East line of Lake Shore Drive (Field Boulevard) Viaduct as measured along said North line; thence South perpendicular to said North line of East Randolph Street extended, a distance of 140 feet to the Southerly property line of the Illinois Central Railroad Company;

- B. A perpetual easement for sanitary and storm sewers, water mains, electric power lines and telephone lines on and across the premises described as follows:
  - (1) A tract of land being a part of Parcels "C" and "D" as shown on and described in Plat of "Lake Front Plaza" aforesaid described at follows: Beginning at a point 25 feet South of the North line of East Randolph Street extended and 6 feet West of the East line of Parcel "C"; thence North parallel with and 6 feet West of said East line a distance of 232 feet, chence West at a right angle 62 feet; thence South at a right angle 132 feet; thence West at a right angle 6 feet to the East line of Parcel "B"; thence South along said East line of Parcel "B" a distance of 75 feet to the North line of East Randolph Street extended; thence West along said North line of East Randolph Street extended a distance of 207 feet; thence South at a right angle 25 feet; thence East along a line parallel with and 25 feet South of said North line of East Randolph Street extended a distance of said North line of East Randolph Street extended a distance of said North line of East Randolph Street extended a distance of said North line of East Randolph Street extended a distance of said North line of East Randolph Street extended a distance of said North line of East Randolph Street extended a distance of 275 feet to the point of beginning:
  - (2) A tract of land of varying widths being a part of Parcels "A" and "E" as shown on and described in Plat of "Lake Front Plaza" aforesaid described as follows: Beginning at

the South East corner of said Parcel "A"; thence North along the East line of said Parcel "A" a distance of 16 feet; thence West at a right angle 35 feet 8 inches; thence North at a right angle 116 feet; thence West at a right angle 8 feet; thence South at a right angle 116 feet; thence West at a right angle 69 feet; thence North at a right angle 116 feet; thonce West at a right angle 8 feet; thence South at a right angle 116 feet; thence Wont at a right angle 96 feet 4 inches; thence North at a right angle 85 feet; thence West at a right angle 6 feet; thence South at a right angle 85 feet; thence West at a right angle 90 feet 8 inches; thence North at a right angle 85 Teet; thence West at a right angle 43 feet 8 inches to the East line of Parcel "E"; thonce North along said East ling a distance of 111 feet; thence west at a right angle 20 fest; thence South at a right angle 119 feet; thence West at A right angle 95 feet; thouce South at a right angle 10 feet; thence East at a right angle 95 feet; thence South at a might angle 53 feet; thence East at a right angle 20 feet to the East line of said Parcel "D"; thence North along said Rast line 55 feet to the North line of Parcel "B"; thence East along said North line a distance of 363 feet 4 inches to the point of beginning;

A strip of land being a part of Parcels "C" and "C-1" as (3) shown on and described in the Plat of "Lake Front Plaza" aforesaid, 4 feet of even width being 2 feet on each side of a center line described as follows: Beginning at a point 82 feet West of the East line of Parcel "C" as measured along the North line of East Randolph Street extended and 25 feet South of said north line; thence South. Perpendicular to said North line of Fast Randolph Street extended a distance of 88 feet more or less to the North bank of an existing slip; thence 28 feet of even width, being 14 feet on each side of center line, a distance of 13 feet; also a strip of land being a part of said Parcels "C" and "C-1", 6 feet of even width being 3 feet on each side of a center line described as follows: Beginning at a point 189 feet West of said East line of Parcel "C" as measured along said North line of Lage Randolph Street extended and 25 feet South of said North line; thence South perpendicular to said North line of East Randolph Street extended a distance of 88 feet, more or less to the North bank of an existing slip; thence 20 feet of even width, being 10 feet on each side of said center line a distance of 10 feet.

PARCEL 3: Easements for the benefit of Parcel 1 aforesaid created by Article III, Section 3.1 of the Supplemental Deed from Illinois Central

Railroad Company to American National Bank and Trust Company of Chicago, as Trustee under Trust No. 17460 dated December 15, 1964 and recorded December 23, 1964 as document 19,341,545 as follows:

- A perpetual right in, over and upon the Excepted and Reserved Property and the Easement Property, and the property adjacent thereto, for reasonable access for the construction, maintenance, repair, reconstruction, relocation, renewal, alterations, removal and inspection of the Supports of the Improvement, and of the pipes and equipment for air conditioning, connections with viaducts, water main, sewers, heating, electric, telephone, gas or other utility lines, ground level access road, or other facilities, which at any time may be situated within the Mir Right Property, the Excepted and Reserved Property, or the Tasement Property or which may be otherwise under the responsibility of Granten, and generally for the purpose of fulfilling its obligations and exercising its rights under said Deed, together with a perpetual right of underlying and lateral supports, either natural or structural, for the Supports of the improvement to the extent required for the structural safety thereof.
- (2) Perpetual easements to install, and to maintain so far as required by law or the provisions of said Deed, the necessary expansion joints, sewers, gutters, downspouts, pipes, equipment and waterproofing to provide a surface drainage for the Improvement to storm severs constructed within easements provided for in said Deed.
- A perpetual easement to use such parts of the Excepted and (3) Reserved Property, the Easement Property and other property of the Grantor in which Supports for the purpose of support of the Building are located. The location of such Supports is described in Lots No. 1 through 133 of the Plat of Survey and the face of the Plat of Survey, which Clat of Survey was recorded December 10, 1964 as document 19,330,409.

#### PARCEL 4:

Easement for the benefit of Parcel 1 aforesaid created by Grants from Illinois Central Railroad Company dated May 1, 1962 and recorded May 7, 1962 as document 18,467,559 and dated December 17, 1964 and recorded December 23, 1964 as document 19,341,547 for reasonable access for the construction, maintenance, repair and reconstruction, relocation, renewal, alteration, removal and inspection of the supports of the viaducts as described in said instrument, in, over and upon the Excepted and Reserved Property and the property adjacent thereto. 96666792

510 Permanent Tax Number: 17-10-400-001 Volume:

510 Permanent Tax Number: 17-10-400-005 Volume:

Permanent Tax Number: 17-10-400-006 Volume: