Cook County Recorder

when recorded return to: Nationwide Title Clearing 101 N. Brand #1800 Glendale, CA 91203

FMMC#:6200063107 INV#: 208372636 Inv/Pool#:FHLM OKMC#:9344146



ASSIGNMENT C. MORTGAGE/DEED

FOR GOOD AND VALUABLE CONSIDERATION,

the sufficiency of which is hereby acknowledged, the undersigned, FIRST MIDWEST MCRTGAGE CORPORATION, an Illinois Corporation, whose address is 1801 W. Jefferson St., Joliet, IL 60435, (assignor), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage/deed of trust together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., a Delaware Corporation, its successors or assigns, as nomineee for OLD KENT MORTGAGE COMPANY, a Michigan corporation, c/o P.O. Box 2026, Flint, MI 48501-2026, (assignee). Said mortgage/deed of trust bearing the date 12/03/93, made by CHRISTOPHER P WHALEN

to HERITAGE BANK and recorded in the Recorder or Registrar of Titles of COOK County, Illinois in Book Page as Instr# 03016326 upon the property situated in said State and County as more fully described in said mortgage or herein to wit:

SEE EXHIBIT A ATTACHED

known as: 6632W 64TH PL 07/06/00 CHICAGO,IL 60638

19-19-209-043-1001

FIRST MIDWEST MORTGAGE CORPORATION

ELSA MCKINNON

VICE PRESIDENT

COUNTY OF LOS ANGELES STATE OF CALIFORNIA The foregoing instrument was acknowledged before me , by ELSA MCKINNON 6th day of July, 2000 of FIRST MIDWEST MORTGAGE CORPORATION DARRELL COLON

on behalf of said CORPORATION.

DARRELL COLON

Notary Public

My commission expires:02/26/2003 PrepBy:D.Colon/NTC,101 N. Brand #1800, Glendale, CA 91203 (800)346-9152

MIN 100014240000158171

MERS PHONE 1-888-679-MERS

COMM. # 1210710 NOTARY PUBLIC-CALIFORNIA LOS ANGELES COUNTY ()

RESORDATION REQUESTED BY:

Heritage Bank 12015 South Western Avenue Blue Island, IL 60406

WHEN RECORDED MAIL TO: (repaire to

Heritage Bank 12015 South Western Avenue Blue Island, IL 60405

SEND TAX NOTICES TO:

Christopher P. Whalen 6632 W. 64th Place, 1W Chicago, IL Focas 3016326

00016328

00622824

DEPT-01 RECORDING

7#1111 TRAN 3866 12/13/93 09:55:00 #5304 \$ *-03-016326

COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE



Heritage Bank

MORTGAGE

THIS MORTGAGE IS DATED DECEMPER 3, 1993, between Christopher P. Whalen, an unmarried man, whose address is 6632 W. 64th Place, 1W, Chicago, IL 60638 (referred to below as "Grantor"); and Heritage Bank, whose address is 12015 South Western Avanue, Blue Island, IL 60406 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Granto mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all exituring or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or Irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

UNIT NO. 1A, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THE EAST 15 FEET OF LOT 12, AND LOT 13 (EXCEPT THE EAST 90 FEET THEREOF) IN BLOCK 27 IN FREDERICK H. BARTLETT'S CHICAGO HIGHLANDS, A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH STRYEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY FORD CITY BANK, AS TRUSTEE UNDER TRUST NO. 386, RECORDED IN THE OFFICE OF RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 22,561,459, TOGETHER WITH AN UNDIVIDED 16.090% INTEREST IN SAID DEVELOPMENT PARCEL (EXCEPTING FROM SAID DEVELOPMENT PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

The Real Property or its address is commonly known as 6632 W. 64th Place, 1W, Chicago, IL 60638. The Real Property lax identification number is 19-19-209-043-1001.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Grantor. The word "Grantor" means Christopher P. Whalen. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the indebtedness.

Improvements. The word "improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage

Lender. The word "Lender" means Heritage Bank, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated December 3, 1993, in the original principal amount of \$37,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 7.500%. The Note is payable in 180 monthly payments of \$342.95. The maturity date of this Mortgage is January 1, 2009.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other entiries of personal acceptance and a

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