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IN THE UNITED STATES DISTRICT COURT 2-04 16:14:38 FOR THE NORTHERN DISTRICT OF HALINOIS ecorder EASTERN DIVISION

00040956

CHASE MORTGAGE SERVICES, INC., a Delaware Corporation f/k/a Chase Manhattan Mortgage Corporation,	)
Plaintiff,	) 90040358
v.	) No. 98 C 3796
HERITAGE TRUST COMPANY, as Trustee T/U/T #98-3583, WILLIAM G.	) ) Judge James F. Holderman )
MATTINGLY, CANDACE A. MATTINGLY and PERSONAL FINANCE COMPANY	) Magistrate Judge Pallmeyer ) )
Defendants.	) }

### MEMORANDUM OF JUDGMENT

On October 22, 1999, judgment was entered in this court in favor of the defendant, PERSONAL FINANCE COMPANY, and gainst defendants, WILLIAM G. MATTINGLY and CANDACE A. MATTINGLY, in the amount of \$125,642.99.

udge James F. Holderman

Ronald A. Damashek **HOLLEB & COFF** 55 E. Monroe Street **Suite 4000** Chicago, IL 60603 (312) 807-4600

SEE ATTACHED LEGAL DESCRIPTION **EXHIBIT "A"** 

ASSIGNMENT made this 2 \_\_ day of October, 2001, by and between Personal Finance Company, a Delaware corporation ("Assignor"), and Lawr me Sisk, of Tinley Park, Illinois ("Assignee").

### RECITALS

Judgment was entered in the United States District Court for the Northern District of Illinois, Eastern Division, on October 25, 1999; in favor of Assignor and against William G. Mattingly and Candace A. Mattingly in the principal amount of \$125,642.99 (the "Judgment").

- 1. Assignment. Assignor hereby grants, conveys assigns, transfers and delivers to the Assignee, its successors and assigns, all Assignor's interest in the Judgment and it all sums of money that may be obtained with respect to such Judgment, or in or as a result of any proceedings had thereon.
- 2. Appointment. Assignor hereby agrees that Assignee may at its own expense, and for its own benefit, use all lawful means of the recovery of the money due or to become due on the Judi ment and, upon payment, may acknowledge satisfaction or discharge the Judgment.
- 3. Representations. Assignor represents and warrants to Assignee that Assignor is the owner and holder of the Judgment; that Assignor has not pledged, encumbered or by its action caused any lien or encumbrance to be placed against the Judgment; that it has not received any payments on the Judgment; that it has not previously assigned the Judgment; and that Assignor shall not collect or receive any part thereof, nor release or discharge the Judgment.
- 4. <u>Binding</u>. All of the terms and provisions of this Assignment will be binding upon the Assignor and its successors and assigns and will inure to the benefit of the Assignee and its successors and assigns.

SEE ATTACHED LEGAL DESCRIPTION EXHIBIT "A"

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ACCEPTED AND AGREED TO

Lawrence Sisky individually

IN WITNESS WHEREOF, the Assignor has caused this instrument to be signed in its name by its officer thereunto duly authorized and its corporate seal to be affixed, on the date first above written.

**ASSIGNOR** 

Personal Finance Company, an Delaware corporation

INDIANA State of Missis, County of Sed - S.S.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that LARRY I. FUQUA, the Executive VP+ CFO of Personal Finance Company is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the use and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 2nd day of October 2001

Commission expires 8.27-06 NOTARY PUBLIC

State of Illinois, County of Cook. SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lawrence Sisk is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the use and purposes therein set forth, including the release and waiver of the right of home goad.

Given under my hand and official seal, this 19th day of Morenber, 2001

Commission expires 4/11/0

OFFICIAL SEAL DIANE S SADAUSKY

NOTARY PUBLIC, STATE OF ILLINOIS

**NOTARY PUBLIC** 

Prepared by:

Michael J. Devine

Deutsch, Lovy & Engel Chartered 225 W. Washington Street, Suite 1700

Chicago, Illinois 60606

Mail to: Michael J. Devine

Deutsch, Levy & Engel, Chartered 225 W. Washington Street, Suite 1700

Chicago, Illinois 60606

## **EXHIBIT "A" PIN NUMBER: 27-08-406-045**

### ADDRESS: 14726 HOLLOWTREE, ORLAND PARK, ILLINOIS 60462

PARCEL 1: LOT 605 IN CRYSTAL TREE  $6^{TH}$  ADDITION, BEING A SUBDIVISION OF TAKE OUT PARCELS 411 AND 412 IN CRYSTAL TREE  $4^{TH}$  ADDITION OF PART OF THE EAST ½ OF SECTION 8, TOWNSHIP 36 NORTH, RANG 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: PRIVATE ROADWAY EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER LOT 215, FOR INGRESS AND EGRESS, AS SET FORTH IN THE DECLARATION RECORDED MARCH 24, 1988 AS DOCUMENT NUMBER 88121062 AND RE-RECORDED APRIL 28, 1988 AS DOCUMENT NUMBER 88178671.

PARCEL 3: PRIVATE ROADWAY EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER LOT 475 FOR INGRESS AND EGRESS AS SET FORTH IN THE DECLARATION RECORDED MARCH 24, 1988 AS DOCUMENT NUMBER 88178671.

PARCEL 4: PRIVATE ROADWA : EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER LOT 477 . OR INGRESS AND EGRESS, AS SET FORTH IN DECLARATION RECORDED MARCH 24, 1988 AS DOCUMENT NUMBER 88121062 AND RE-RECORDED APRIL 28, 1988 AS DOCUMENT NUMBER 88178671.