

UNOFFICIAL COPY

Account # 1140087698

ASSIGNMENT OF DEED OF TRUST/MORTGAGE

STATE OF ILLINOIS
COUNTY OF COOK



00178682

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, First Union Home Equity Bank, N.A., previously known as First Union Home Equity Corporation, previously known as First Union Mortgage Corporation, a North Carolina Corporation, by and through its officer,

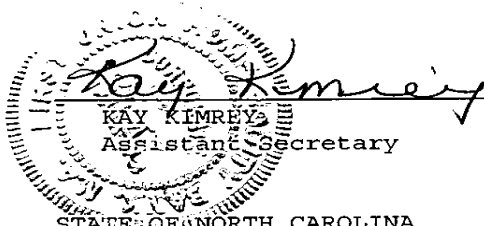
STEPHEN E. MURPHY, Vice President does hereby grant, bargain, Bankers Trust Company of California, N.A., as Trustee for Lehman Home Equity Loan Trust 1998-1 its right, sell, convey and assign unto 3 Park Plaza, 16th Floor, Irvine, CA 92614 title and interest in and to that certain Deed of Trust/Mortgage executed by WARNER O. MOSS AND ALBERTA MOSS,

which original Deed of Trust/Mortgage appears of record in DOC #88024833 of the land records in the office of COOK County.

WITNESS THE SIGNATURE, of the undersigned this 25 day of October, 1997.

Signed, sealed and delivered in the presence of:

FIRST UNION HOME EQUITY BANK, N.A.



[Signature]
BY: STEPHEN E. MURPHY
ITS: Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, STEPHEN E. MURPHY, Vice President of First Union Home Equity Bank, N.A., who acknowledged that he/she signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned, first being duly authorized to do so and in his capacity therein.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, on this the 25 day of October, 1997.

[Signature]
TIFFANY A. SMITH Notary Public
My Commission Expires: September 24, 2001

PREPARED BY: FUHEB
CONS-14-0361
CHARLOTTE, NC 28288

Record & Return To: EMAC
1099 18th Street, Suite 1600
Denver, CO 80202

0007627219, 1140087698
XRF0434-010-0076

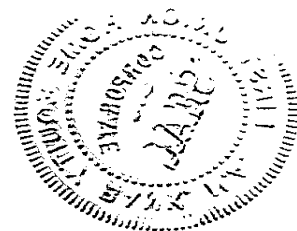
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2000-03-13 12:13:20
Cook County Recorder 43.50

Handwritten initials/signature

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Property of Cook County Clerk's Office



COOK COUNTY CLERK'S OFFICE
111 N. LAUREL ST. CHICAGO, ILL. 60602
TEL: 312-603-4000

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

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THIS MORTGAGE is made this 14th day of January, 1988, between the Mortgagor, Warner, O. Moss and Alberta Moss (herein "Borrower"), and the Mortgagee, First Union Home Equity Corporation, a corporation organized and existing under the laws of North Carolina, whose address is CONS-14, Charlotte, North Carolina 28288 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 41,500.00, which indebtedness is evidenced by Borrower's note dated 1/14/88 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on January 15, 2003;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

Lot 3 (except the North 20 feet thereof) in Block 6 in E.L. Brainerds resubdivision of Blocks 1 to 8 and 11 in W.O. Coles subdivision of the East half of the North West quarter (except the South East quarter of the South East quarter of the North West quarter) of Section 5, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

88024833

which has the address of 8812 South Throop, Chicago, Illinois 60620
 (Street) (City) (State) (Zip Code)
 (herein "Property Address") and Permanent Parcel Number 25-05-113-024;
 DCO

Any Rider ("Rider") attached hereto and executed of even date is incorporated herein and the covenant and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate of this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.
- 2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first to interest payable on the Note, second to principal due on the Note, and then to other charges if any due on the Note.
- 3. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.