

UNOFFICIAL COPY

0030141567

4884/0113 51 001 Page 1 of 4

2003-01-30 10:46:20

Cook County Recorder 30.50

This instrument prepared by and
After recording, please return to:
Hanover Capital Partners Ltd.
100 Metroplex Drive - Ste. 301
Edison, NJ 08817



0030141567



Loan No.: 0000504589

Seq#:

ILLINOIS

Investor No.: 317

EMC#: 7088438

ASSIGNMENT OF MORTGAGE AND OTHER LOAN DOCUMENTS

THE FEDERAL DEPOSIT INSURANCE CORPORATION, in its capacity as CONSERVATOR for SUPERIOR FEDERAL BANK, FSB whose address is 1776 F Street, N.W., Washington, D.C. 20429 ("Assignor"), in connection with that certain Purchase and Sale Agreement between Assignor and EMC Mortgage Corporation, whose address is 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038 ("EMC"), dated as of January 22, 2002 (the "Sale Agreement"), and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by EMC, hereby grants, assigns, sells, transfers, sets over, conveys and quitclaims, effective as of December 31, 2001, to **LaSalle Bank National Association** ("Assignee"), formerly known as **LaSalle National Bank**, in its capacity as trustee under that certain Pooling and Servicing Agreement dated September 1, 1997 among LaSalle National Bank, as Trustee, Superior Bank FSB, as Depositor, and Lee Servicing Company, a division of Superior Bank FSB, as Servicer, AFC Mortgage Loan Asset Backed Certificates, Series 1997-3, and any amendments thereto, whose address is c/o EMC Mortgage Corporation, 909 Hidden Ridge Drive, Suite 200, Irving, TX 75038, and Assignee's successors and assigns, without recourse, and without representation or warranty, whether express, implied or created by operation of law, the following:

1. that certain **MORTGAGE** recorded 10/2/95, as Instrument Number **JJ-95-667773** in Book/Volume/Liber/Register/Reel , at Page/Folio , among the land records of **COOK** County, **IL**, from **URBAN, ROBERT M**, Borrower to **CENTENNIAL MORTGAGE COMPANY, A DIVISION OF SUPERIOR BANK FSB**, Lender as amended or modified (the "Mortgage"), which **MORTGAGE** secures that certain promissory note dated 6/16/93 in the amount of **\$48,000.00**; and
2. such other documents, agreements, instruments and other collateral that evidence, secure or otherwise relate to Assignor's right, title or interest in and to the Mortgage and/or the Note, including without limitation the title insurance policies and hazard insurance policies that might presently be in effect.

PROPERTY ADDRESS: **4829 W 109TH STREET, OAK LAWN, IL 60455**

TAX ID: **24164090511091**

LEGAL DESCRIPTION:
SEE EXHIBIT "A"

4

TO HAVE AND TO HOLD unto Assignee and its successors and assigns forever.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered by its duly authorized attorney-in-fact as of this March 21, 2002.

In Presence of:

Witness 1: K. Emig

Witness 2: T. Ferencz

FEDERAL DEPOSIT INSURANCE CORPORATION, in its capacity as CONSERVATOR for SUPERIOR FEDERAL BANK, FSB

By:

Name: M. Icklan

Title: Attorney-in-Fact

ACKNOWLEDGMENT

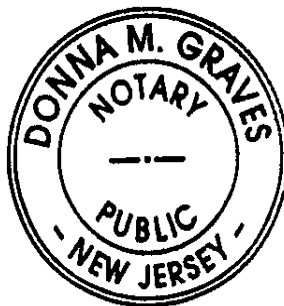
State of NEW JERSEY)
County of UNION) ss.

The undersigned, a notary public in and for above-said County and State, does hereby acknowledge that **M. Icklan, Attorney-in-Fact for FEDERAL DEPOSIT INSURANCE CORPORATION, in its capacity as CONSERVATOR for SUPERIOR FEDERAL BANK, FSB**, personally appeared before me this day, and being by me duly sworn, says that s/he, being informed of the contents, voluntarily executed the foregoing and annexed instrument for and on behalf of such entity.

WITNESS my hand and official seal, this March 21, 2002

DONNA M. GRAVES
Notary Public, State of New Jersey
No. 2217136
Qualified in Union County
Commission Expires
August 27, 2003

Donna M. Graves
Donna M. Graves
Notary Public
My commission expires August 27, 2003



Loan No.: 0000504589
Investor No.: 317

Seq#: 7088438
EMC#: 7088438

ILLINOIS

JOINDER

FEDERAL DEPOSIT INSURANCE CORPORATION in its capacity as Receiver for SUPERIOR BANK FSB, predecessor-in-interest to Assignor with respect to the above-referenced Instrument, hereby grants, assigns, sells, transfers, sets over, conveys and quitclaims to Assignee any and all interest it may have in the above-referenced Instrument, and hereby joins in the assignment and conveyance of the Instrument to Assignee, without representation or warranty, whether express, implied or created by operation of law.

FEDERAL DEPOSIT INSURANCE CORPORATION, in its capacity as RECEIVER for SUPERIOR BANK, FSB

By: _____

Name: M. Icklan

Title: Attorney-in-Fact

ACKNOWLEDGMENT

State of NEW JERSEY)
ss.
County of UNION)

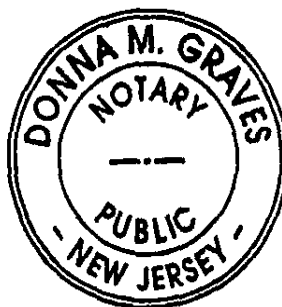
The undersigned, a notary public in and for above-said County and State, does hereby acknowledge that M. Icklan, Attorney-in-Fact for FEDERAL DEPOSIT INSURANCE CORPORATION, in its capacity as RECEIVER for SUPERIOR BANK, FSB, personally appeared before me this day, and being by me duly sworn, says that s/he, being informed of the contents, voluntarily executed the foregoing and annexed instrument for and on behalf of such entity.

WITNESS my hand and official seal, this March 21, 2002.

DONNA M. GRAVES
Notary Public, State of New Jersey
No. 2217136
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Loan No.: 0000504589

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ILLINOIS

Investor No.: 317

EMC#: 7088438

RECORDING MAIL TO:
SUPERIOR MORTGAGE CORPORATION
LINCOLN CENTRE
100 K TERRACE, IL 60181

ATTN: POST CLOSING

Exhibit "A"

LOAN NO. 050458-9

LEGAL DESCRIPTION

[Space Above This Line For

MORTGAGE]

THIS MORTGAGE ("Security Instrument") is given on July 1, 2023, by ROBERT M. URBAN, MARRIED TO MELISSA M. URBAN, to SUPERIOR MORTGAGE CORPORATION, AN ILLINOIS CORPORATION, which is organized and existing under the laws of the State of Illinois, and whose address is ONE LINCOLN CENTRE, OAK BROOK TERRACE, IL 60181. Borrower owes Lender the principal sum of Forty Eight Thousand Dollars and no/100 Dollars (U.S. \$ 48,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 1, 2023. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

BUILDING NO. 8, UNIT NO. 203, IN CLOISTER CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE, LOTS ONE(1) THROUGH FOUR(4) INCLUSIVE, IN BEKTA & O'MALLEY'S CONSOLIDATION OF PART OF THE SOUTH EAST QUARTER (SE 1/4) OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM OWNERSHIP (HEREINAFTER REFERRED TO AS "DECLARATION") RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 25475180 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN THE DECLARATION, IN COOK COUNTY, ILLINOIS. ALSO: RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION AS AMENDED AND THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED HEREIN.
PERMANENT TAX NUMBER: 24-16-409-051-1091

which has the address of 4829 WEST 109TH STREET #203, OAK LAWN, Illinois 60455 ("Property Address");
[Street] [City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.