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





Loan No.: Investor No.:

2

P601424427

156

Seq#: EMC#:

7111339

ILLINOIS

ASSIGNMENT OF MORTGAGE AND OTHER LOAN DOCUMENTS

THE FEDERAL DFPOSIT 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 Prive. Suite 200, Irving, Texas 75038 ("EMC"), dated as of January 22, 2002 (the "Sale Agreement"), and in considerati in of Ten Dollars (\$10.00) and other good and valuable consideration paid by EMC, hereby grants, assigns, sells, trans'ers, 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 April 30, 1999 among LaSalle Bank National Association, as Trustee, Comfin Securitization Corp., as Depositor, and Superior Bank FSB, 25 Servicer, Comfin Mortgage Loan Asset Backed Certificates, Series 1999-A, 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, who there express, implied or created by operation of law, the following:

\[\(\frac{1}{2} \cdot \text{Q} \cdot \frac{9}{2} \text{Q} \cdot \frac{9}{2} \text{Q} \text{Q} \text{S} \text{T} \rightarrow \text{Uumber 3974327} in \]

- 1. that certain MORTGAGE recorded 5/21/91, as Instrumer. Number 3974327 in Book/Volume/Liber/Register/Reel 2251-2, at Page/Folio 476, any one the land records of COOK County, IL, from BAILEY JUDGE & BAILEY BESSIE, Dorrower to CENTENNIAL MORTGAGE CO., Lender as amended or modified (the "Mortgage"), which MORTGAGE secures that certain promissory note dated 6/12/91 in the amount of \$25,000.00; and
- 2. such other documents, agreements, instruments and other collateral that evidence, searce or otherwise relate to Assignor's right, title or interest in and to the Mortgage and/or the Note, including vithout limitation the title insurance policies and hazard insurance policies that might presently be in effect.

PROPERTY ADDRESS:

1653 WEST MONTVALE, CHICAGO, IL 60643

TAX ID: 25192180240000

LEGAL DESCRIPTION: SEE EXHIBIT "A"

a division of Superior Bank, FSB

4

UNOFFICIAL COPY

30145796

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:

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

BANK, FSB

Name: M. Icklan

Title: Attorney-in-Fact

Witness 2: T. Ferei cz

ACKNOWLEDGMENT

State of

NEW JERSE

County of

UNION

The undersigned, a notary public in and for a por e-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 coutents, 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 **Notary Public**

My commission expires August 27, 2003



Loan No .: **Investor No.:** 0601424427

196

Seq#:

EMC#:

7111339

ILLINOIS

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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

Ву: _

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 INSTRANCE CORPORATION, in its capacity as RECEIVER for SUPERIOR BANK, FSB, personally appeared before the 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
Notary Public

My commission expires A igust 27, 2003



Loan No.: Investor No.: 0601424427

196

Seq#:

EMC#: 7111339

ILLINOIS

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Exhibit "A"

LEGAL DESCRIPTION

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___ Do not write above this line ____

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on	gagor(s)
whose address(cs) is(arc) 1653 West Montvale, Chicago, Illinois 60643	1
The Mortgagor(s) iscare) (collectively) referred to	o herein its prin-
("Lender"). Borrower owes Lender the principal sum of U.S. \$ 25,000.00 This debt is evidenced by Borrowe	r's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid early and payable on August 18, 2006. This Security Instrument secures to Lender: (a) the repositive debt evidenced by the Note, with interest, and all renewals, extensions, and modifications; (b) the payment of all other sums, terest, advanced under paragraph 7 to protect the wearity of this Security Instrument; and (c) the performance of Borrower's covernance agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Ler property located in Cook County, Illinois and described in Exhibit A attached to this Security Instrument has the address of 1653 West Mont vole. Chicago	eayment with in- ints and oder the
TOI TO	. All
Lot 6 in Block 77 in Washington Heights, Subdivision in Section 19, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.	l con- erally
vey th PERMANENT THOEX NUMBER: 25-19-218-024 the tit	ŕ

Burrower and Lender covenant and agree av follows;

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Horrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law and if required by Lender, Borrover shall pay to Lender on the day monthly payments are due under the Noise, until the Noise is paid in full, a sum ("Funds") equal to one-ty elf, noft (a) yearly taxes and assessments which may ariate priority over this Security Instrument; (b) yearly leasehold payments or ground rents of the Property, if any; (c) assessments which may ariate priority over this Security Instrument; (b) yearly leasehold payments or ground rents of the Property, if any; (c) assessments which may ariate priority over this Security Instrument; (b) yearly leasehold payments or ground rents of the Property, if any; (c) assessments which may ariate priority over this Security Instrument; (b) yearly leasehold payments or ground rents of the Property, if any; (c) assessments which may ariate priority over this Security Instrument; (b) yearly leasehold payments or ground rents of the Property, if any; (c) assessments which may ariate priority over this Security Instrument; (b) yearly leasehold payments or ground rents of the Property, if any; (c) assessments which may ariate priority over this Security Instrument; (b) yearly leasehold payments or ground rents of the Property, if any; (c) assessments which may ariate priority over this Security Instrument; (b) yearly leasehold payments or ground rents of the Property, if any; (c) assessments are called "escrove French Property, if any; (c) assessments are called "escrove French Property, if any; (c) assessments are called "escrove French Property, if any; (c) assessments are called "escrove French Property, if any; (c) assessments are called "escrove French Property, if any; (c) assessments are called "escrove French Property, if any; (c) assessments are called "escrove French Property, if any; (c) assessments are called "escrove French Property, if any; (c) assessments are called "escrove French Property, if any; (c) assessments are called "escrove French Property, if any; (c) assessments are cal
- If Lender requires the Funds to be paid, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless I ender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid to Borrower. Lender shall not be required to pay Burrower any interest or starnings on the Funds. Lender shall give Borrower, without charge, an annual accounting of the required to pay Burrower any interest or starnings on the Funds. Lender shall give Borrower, without charge, an annual accounting of the required to pay Burrower any interest or starnings on the Funds. Lender shall give Borrower, without charge, an annual accounting of the required to pay Burrower any interest or starnings on the Funds. Lender shall give Borrower, without charge, an annual accounting of the required to pay Burrower and debuts to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Horrower or credited to Horrower on monthly payments of Funds. It the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Opon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by