

Pool # :
Loan No : 000000162129

DEPT-01 RECORDING \$23.50
T:0013 TRAN 8727 12/12/94 13:07:00
#9397 + SK * - 04 - 036964
COOK COUNTY RECORDER

ASSIGNMENT OF MORTGAGE

Whereas, RYLAND MORTGAGE COMPANY, an OHIO Corporation, is the owner and holder of that one certain Promissory Note (the "Note") dated September 07, 1994, executed by: SCOTT KAUFMAN


(the "Borrowers") made payable to the order of RYLAND MORTGAGE COMPANY in the principal sum of \$103,500.00, and secured by that certain Mortgage of even date therewith, from the Borrowers to RYLAND MORTGAGE COMPANY, and recorded in Book # , Page * COOK County, ILLINOIS, and covering *94-787482 the following described property (the "Property"): UNITS 28 IN 4500-02 NORTH DOVER CONDO TXID# 14-17-114-031


Whereas, the Mortgage, together with Note and liens securing payment thereof have been SOLD, ASSIGNED, TRANSFERRED, CONVEYED, ENDORSED and DELIVERED by RYLAND MORTGAGE COMPANY to: AMWEST SAVINGS ASSOCIATION 4001 EAST 29th, SUITE 120 BRYAN, TX 77802 (the "Transferee");

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THAT RYLAND MORTGAGE COMPANY, for value received, does hereby SELL, ASSIGN, TRANSFER, CONVEY, ENDORSE and DELIVER unto the Transferee, its successors and assigns, the Mortgage, together with all the liens, rights and titles securing the payment thereof on the Property.

The term "Mortgage" as used hereinabove shall be construed to include a Deed of Trust, Mortgage, Security Deed, Loan Deed, Deed of Secure Debt, Trust Deed, or similar instrument, whichever shall be applicable to the Instrument identified above.

In witness whereof, RYLAND MORTGAGE COMPANY has caused its name to be signed and its Corporate Seal to be affixed by its proper officers thereunto duly authorized this thirteenth day of September, 1994.


Attest:

Harry Guero
Assistant Secretary

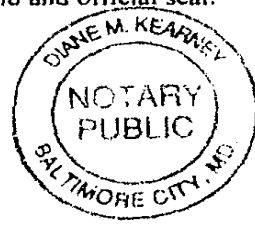
RYLAND MORTGAGE COMPANY
By:  (SEAL)
Carri L. Colison
Assistant Secretary

THE STATE OF MARYLAND *
COUNTY OF BALTIMORE CITY *

On this the thirteenth day of September, 1994, before me, Diane M. Kearney, the undersigned officer, personally appeared Carri L. Colison, who acknowledged herself to be the Assistant Secretary of RYLAND MORTGAGE COMPANY, a corporation, and that she, as such Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Assistant Secretary.

In witness whereof I hereunto set my hand and official seal.


Notary Public, State of Maryland
Notary's Printed Name: Diane M. Kearney
My commission Expires: 11/14/97



Return To:
Attn: Marketing Operations
Ryland Mortgage Company
11000 Broken Land Pkwy
Columbia, MD 21044



assnmtg l

04036964

Handwritten initials

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

WE HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE ORIGINAL INSTRUMENT.
MERCURY TITLE COMPANY

BY: [Signature]
CLOSING OFFICER

WTE 200631E 243 31E91002

(Space Above This Line For Recording Data)
WHEN RECORDED MAIL TO: PURCHASE MONEY
RYLAND FUNDING GROUP MORTGAGE LOAN #: 162129
1420 KENSINGTON RD., SUITE 310
OAKBROOK, IL 60521

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 7, 1994 . The mortgagor is SCOTT KAUFMAN, A Single Man

("Borrower"). This Security Instrument is given to RYLAND MORTGAGE COMPANY , AN OHIO CORPORATION

which is organized and existing under the laws of THE STATE OF OHIO , and whose address is 11000 BROKEN LAND PARKWAY , COLUMBIA, MARYLAND 21044

("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THREE THOUSAND FIVE HUNDRED AND NO/100..... Dollars (U.S. \$ 103,500.00).

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 OCTOBER 1, 2024

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:

UNITS 2S IN 4500-02 NORTH DOVER CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE.

THAT PART OF LOT 3 IN PAULUS ADDITION TO SHERIDAN DRIVE SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN STARTING AT THE SOUTHEAST CORNER OF ABOVE LOT RUNNING THENCE WEST 103 FEET; THENCE NORTH AT 90 DEGREE ANGLE TO NORTH LINE OF SAID LOT, THENCE EAST ALONG NORTH LINE OF SAID LOT TO LOT LINE ON DOVER STREET; THENCE SOUTHERLY ALONG EAST LINE OF SAID LOT TO POINT OF BEGINNINGS IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT *** TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. **94763877

Item # 14-17-114-031 which has the address of 4500 NORTH DOVER #2 CHICAGO (Street, City), Illinois 60640 (Zip Code) ("Property Address");

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UNOFFICIAL COPY

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 seized 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower 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 or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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