

CONSULT YOUR ATTORNEY BEFORE SIGNING THIS INSTRUMENT. THIS INSTRUMENT SHOULD BE USED BY LAWYERS ON

UNOFFICIAL COPY

900027

KNOW THAT CITYSCAPE CORP.  
565 TAXTER ROAD  
ELMSFORD, NY 10523

04076372



RECORD & RETURN TO  
CONTIMORTGAGE CORPORATION  
500 Enterprise Road  
Horsham, PA 19044

, assignor,

DEPT-01 RECORDING \$25.50  
TE9908 TRAN 3483 12/28/94 08:52:00  
#450 # JB \* -04-076372  
COOK COUNTY RECORDER

in consideration of ONE DOLLAR AND 00/100 (\$1.00) dollars,

paid by

CONTIMORTGAGE CORPORATION  
Cedar Creek Corporate Center  
149 Witmer Road  
Horsham, PA 19044

, assignee.

hereby assigns unto the assignee,

Mortgage dated the 15th day of FEBRUARY, 1994, made by HENRY BROWN  
CLAUDIA BROWN  
to CITYSCAPE CORP.

in the principal sum of \$ 86,500.00 and recorded on the 25 day of FEB 1994  
in (Liber) (Record Liber) (Rec) of Section (of Mortgages), page 94  
of the Clerk of the County of COOK 94185403, in the office  
covering premises

4545 S. MICHIGAN STREET  
CHICAGO, ILLINOIS 60653

"THIS ASSIGNMENT IS NOT SUBJECT TO THE REQUIREMENTS  
OF SECTION 275 OF THE REAL PROPERTY LAW BECAUSE IT  
IS AN ASSIGNMENT WITHIN THE SECONDARY MORTGAGE MARKET."

04076372

TOGETHER with the bond or note or obligation described in said mortgage, and the moneys due and  
to grow due thereon with the interest; TO HAVE AND TO HOLD the same unto the assignee and to the  
successors, legal representatives and assigns of the assignee forever.

The word "assignor" or "assignee" shall be construed as if it read "assignors" or "assignees" whenever the  
sense of this instrument so requires.

IN WITNESS WHEREOF, the assignor has duly executed this assignment the 15th day of  
FEBRUARY, 1994.

IN PRESENCE OF:

Samuel W. Tripsas  
SAMUEL W. TRIPSAS

CITYSCAPE CORP.  
BY: Robert Grosser  
ROBERT GROSSER, PRESIDENT

2350

# UNOFFICIAL COPY

OFFICE OF RECORDING

Zip No. \_\_\_\_\_



Recorded At Request of The Title Guarantee Company  
RETURN BY MAIL TO:

TO  
CITYSCAPE CORP.

SECTION  
BLOCK  
LOT  
COUNTY OR TOWN

### Assignment of Mortgage

TITLE NO. \_\_\_\_\_

04094372

NOTARY PUBLIC  
SONYA E. NEWMAN  
No. 4885973  
Notary Public, State of New York  
Qualified in Westchester County  
Commission Expires March 2, 1995

*Sonya E. Newman*

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me \_\_\_\_\_ personally came \_\_\_\_\_

whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. \_\_\_\_\_ that he knows \_\_\_\_\_

to be the individual \_\_\_\_\_ described in and who executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed in and which executed the foregoing instrument; that he knows the seal of said corporation; that it was so affixed by order of the board of directors of said corporation, and that he signed the same thereto by like order.

at the same time subscribed his name as witness thereto, execute the same; and that he, said witness, that he, said subscribing witness, was present and saw described in and who executed the foregoing instrument;

STATE OF NEW YORK, COUNTY OF WESTCHESTER

On the 15th day of FEBRUARY 1994, before me \_\_\_\_\_ personally came ROBERT GROSSER \_\_\_\_\_

say that he resides at No. 565 TAKTER ROAD, ELMSFORD, NEW YORK 10523

of CITYSCAPE CORP. \_\_\_\_\_ that he is the PRESIDENT

in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed the same thereto by like order.

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me \_\_\_\_\_ personally came \_\_\_\_\_

executed the foregoing instrument, and acknowledged that to me known to be the individual \_\_\_\_\_ described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same.

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me \_\_\_\_\_ personally came \_\_\_\_\_

executed the foregoing instrument, and acknowledged that to me known to be the individual \_\_\_\_\_ described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same.

# UNOFFICIAL COPY

94185403

Conti

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Conti  
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## SECOND MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 15, 1994. The mortgagor is Henry Brown and Claudia Brown, his wife, as Joint Tenants ("Borrower"). This Security Instrument is given to ASTRUM FUNDING CORP., which is organized and existing under the laws of Delaware, and whose address is 565 Taxter Road, Elmsford, N.Y. 10523-2300 ("Lender"). Borrower owes Lender the principal sum of Eighty-six thousand five hundred and no/100 dollars (U.S. \$86,500.00). 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 February 22, 2014. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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:

LOT 26 IN BLOCK 1 IN WINSTON'S SUBDIVISION OF THE SOUTH 34 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 20-03-314-012

DEPT-01 RECORDING \$27.50  
 T#0000 TRAN 6692 02/25/94 16:18:00  
 #1773 # \* -94-185403  
 COOK COUNTY RECORDER

which has the address of 4545 S. Michigan St., Chicago, IL 60653.

THIS MORTGAGE IS SUBJECT AND SUBORDINATE TO THE FOLLOWING MORTGAGE: Mortgage dated May 4, 1987 and recorded May 8, 1987 made by Henry Brown and Claudia Brown, his wife, to Talman Home Federal Savings and Loan Association, to secure an indebtedness of \$29,700.00; Document No.87-249978

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 or other amounts 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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly household payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 Lender 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, Lender shall not be required to pay Borrower any interest or earnings 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 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 Borrower or credited to Borrower on monthly payments of Funds. If 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.

The Borrower shall furnish the Lender with a paid tax bill within thirty (30) days from the date said taxes are due and payable. If the Borrower fails to do so, the entire indebtedness secured hereby shall become fully due and payable.

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 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

188 EHI 25

Copy Title  
415 N. LaSalle/Suite 402  
Chicago, IL 60610

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27.50

CB H.B.

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Property of Cook County Clerk's Office