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Recording Requested By:
HOMEQ SERVICING CORPORATION

Doc#: 0431718043
Eugene "Gene" Moore Fee: \$26.50
Cook County Recorder of Deeds
Date: 11/12/2004 09:17 AM Pg: 1 of 2

And When Recorded Mail To:
HomeEq Servicing Corporation
P O Box 13309
Mailcode #CA3501
Sacramento, CA 95813-3309

PREPARED BY:
PRINCETON RECONVEYANCE SERVICE
P O BOX 13309
MAILCODE #CA3501
SACRAMENTO, CA 95813-3309
KAREN WILLIAMS

Loan#: 0072514136 Project ID#: 5,312 Cust#: 781 Date: OCTOBER 20, 2004

ASSIGNMENT OF MORTGAGE

For good and valuable consideration, the sufficiency of which is hereby acknowledged, THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF AUGUST 31, 1995, SERIES 1995-B, 20 BROAD STREET LL-2 NEW YORK CITY NY 10005

by these presents does convey, grant, bargain, sell, assign, transfer and set over to: WACHOVIA BANK, NATIONAL ASSOCIATION, 301 S COLLEGE STREET, CHARLOTTE, NC 28288

the described Mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon. Said Mortgage for \$49,000.00 is recorded in the State of ILLINOIS, County of COOK Official Records, dated AUGUST 25, 1995 and recorded on AUGUST 31, 1995, as Instrument No. 95581143, in Book No. ---, at Page No. ---.

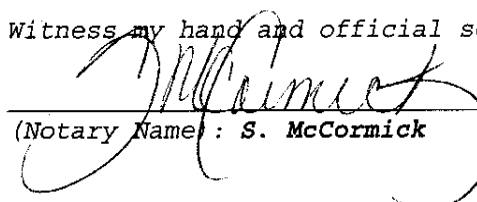
Original Mortgagor: LARRY D. ROBINSON AND VICTORIA A. ROBINSON, H/W IN J/T
Original Mortgagee: TMS MORTGAGE INC., DBA THE MONEY STORE
Property Address: 7701 MARYLAND AVE CHICAGO IL 60619-
PIN# 20-26-312-001

Legal Description: See Attached Exhibit 'A'
THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING & SERVICING AGREEMENT DATED AS OF AUGUST 31, 1995 SERIES 1995-B BY HOMEQ SERVICING CORPORATION (SBM TO TMS MORTGAGE INC DBA THE MONEY STORE) ATTORNEY IN FACT

By: 
Juanita Jennette, Vice President

State of CALIFORNIA }
County of SACRAMENTO } ss.

On OCTOBER 20, 2004, before me, S. McCormick, personally appeared Juanita Jennette, Vice President personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

(Notary Name): S. McCormick



Syes
D 2
S mo
m yes
Jr

1995-B UNOFFICIAL COPY 7/25/95

7/25/95

Loan Number: 023-102-00003920-3

95581143

MORTGAGE

THIS MORTGAGE is made this 25th day of August, 1995 between the Mortgagor, LARRY D ROBINSON and VICTORIA A ROBINSON, h/w in j/t HUSBAND AND WIFE VIA

(herein "Borrower"), and the Mortgagee, TMS Mortgage Inc., DBA The Money Store, a corporation organized and existing under the laws of New Jersey, whose address is 1990 East Algonquin Road #111 Schaumburg, Illinois 60173 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$49,000.00 which indebtedness is evidenced by Borrower's note dated August 25, 1995 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2025.

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 CITY OF CHICAGO COOK County State of Illinois:

LOT 46 IN BLOCK 85 IN CORNELL, BEING A SUBDIVISION OF THE WEST 1/2 OF SECTION 26, THE SOUTHEAST 1/4 OF SECTION 26, EXCEPT THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4, THE NORTH 1/2 OF THE NORTHWEST 1/4, THE SOUTH 1/2 OF THE NORTHWEST 1/4 WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, ALL IN TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #20-26-312-001

Nations Title Agency of Illinois, Inc. 246 E. Janata Blvd. Ste. 300 Lombard, IL 60148

955802

DEPT-01 RECORDING \$27.50 T#0014 TRAN 7362 08/31/95 14:49:00 \$1949.10 JW 023-102-581143 COOK COUNTY RECORDER DEPT-10 PENALTY \$24.00

95581143

Being the same premises conveyed to the Borrower by deed of

dated the 0th day of , 2000 , recorded on the in Book Doc# of Deeds, page , in the COOK County Recorder's Office, and which has the address of 7701 S MARYLAND AVENUE CHICAGO, IL 60619 (herein "Property Address");

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 if this Mortgage is on a leasehold) are hereinafter referred to 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 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.
2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

Illinois - The Money Store - Second Mortgage 9/94 - FNMA/FHLMC Modified Uniform Instrument

2756DR