

# UNOFFICIAL COPY

Recording Requested By:  
**HOMEQ SERVICING CORPORATION**



And When Recorded Mail To:  
**Homeq Servicing Corporation**  
**1837 WATT AVE, SUITE 100**  
**Mailcode #CA3501**  
**North Highlands, CA 95660-3309**

**Doc#: 0519654070**  
Eugene "Gene" Moore Fee: \$26.50  
Cook County Recorder of Deeds  
Date: 07/15/2005 01:33 PM Pg: 1 of 2

PREPARED BY:  
**PRINCETON RECONVEYANCE SERVICE**  
**P O BOX 13309**  
**MAILCODE #CA3501**  
**SACRAMENTO, CA 95813-3309**  
**DOROTHY S. WHITE**

Loan#: 0071846911 Project ID#: 5,367 Cust#: 740 Date: JUNE 10, 2005

## 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 JULY 31, 1994, SERIES 1994-C, 20 BROAD STREET LL-2 NEW YORK CITY NY 10005**

by these presents does convey, grant, bargain, sell, assign, transfer and set over to: **HOMEQ SERVICING CORPORATION, 1837 WATT AVE, SUITE 100, Mailcode #CA3501, North Highlands, CA 95660-3309**

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 **\$48,800.00** is recorded in the State of **ILLINOIS**, County of **COOK** Official Records, dated **JUNE 30, 1994** and recorded on **JULY 08, 1994**, as Instrument No. **CG 94 594025**, in Book No. ---, at Page No. ---.

Original Mortgagor: **BARBARA SUMLER, DIVORCED AND NOT REMARRIED**

Original Mortgagee: **THE MONEY STORE/ILLINOIS INC**

Property Address: **7650 YATES CHICAGO, IL 60649-**

**PIN# 20 25 415 031**

Legal Description: **See Attached Exhibit 'A'**

**HOMEQ SERVICING CORPORATION ATTORNEY IN FACT FOR THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING & SERVICING AGREEMENT DATED AS OF JULY 31, 1994 SERIES 1994-C**

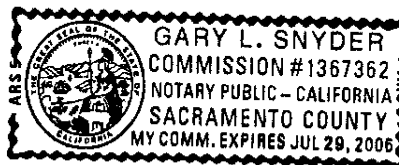
By: *Linda J. Wheeler*  
**Linda J. Wheeler, Vice President**

State of **CALIFORNIA** }  
County of **SACRAMENTO** } ss.

On **JUNE 10, 2005**, before me, **Gary L. Snyder**, personally appeared **Linda J. Wheeler, 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.

*Gary L. Snyder*  
(Notary Name): **Gary L. Snyder**



*SY*  
*P-2*  
*S-*  
*M-Y*  
*CE*

# UNOFFICIAL COPY

Loan Number: 023-002-00028800-4

94594025

Sumler, Barbara

**MORTGAGE**

THIS MORTGAGE is made this **30th day of June, 1994** between the Mortgagor, **Barbara Sumler divorced and not remarried**

(herein "Borrower"), and the Mortgagee, **The Money Store/Illinois Inc.** a corporation organized and existing under the laws of ILLINOIS whose address is **2010 Algonquin Rd., Ste. 207 Schaumburg, Illinois 60173** (herein "Lender").

MAILED TO

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. **\$48,800.00** which indebtedness is evidenced by Borrower's note dated **June 30, 1994** 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 **July 10, 2024**.

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 2 IN F.R. JENNING'S SUBDIVISION OF THE SOUTH EAST 1/4 OF THAT PART LYING SOUTH OF THE NORTH 132 FEET OF THE SOUTH 2/3 OF BLOCK 4 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

PERMANENT INDEX NUMBER: 20-25-415-031

FMS 94000618

94594025

SEP-01 RECORDING \$27.50  
TRAM 5884 07/08/94 09:01:00  
CG #94-594025  
COOK COUNTY RECORDER

Being the same premises conveyed to the Borrower by deed of

dated the \_\_\_\_\_, recorded on the \_\_\_\_\_ in Book **Doc#** of Deeds, page \_\_\_\_\_, in the **Cook** County Recorder's Office, and which has the address of **7650 S. Yates Chicago, IL 60649** (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 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 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.

27/94