

COMMITMENT #

LOAN NO.

WHEN RECORDED MAIL TO:

UNOFFICIAL COPY

CITICORP HOMEOWNERS SERVICES INC.  
670 MASON RIDGE CENTER DRIVE  
ST. LOUIS, MO 63141

OCT-7-85 59390 85222488 A Rec

8.00

## ASSIGNMENT OF MORTGAGE OR DEED OF TRUST

KNOWN ALL MEN BY THESE PRESENTS: THAT WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION, hereinafter referred to as ASSIGNOR, for and in consideration of the sum of TEN AND NO/100ths DOLLARS and other good and valuable consideration dollars, receipt of which is hereby confessed and acknowledged from CITICORP HOMEOWNERS SERVICES, INC. A DELAWARE CORPORATION, 670 MASON RIDGE CENTER DRIVE, ST. LOUIS, MO 63141 hereinafter referred to as ASSIGNEE, does by these presents grant, bargain, sell, assign, transfer and set over unto the said ASSIGNEE, all right, title and interest in and to that certain Mortgage or Deed of Trust recorded in the Office of the County Recorder of Cook County, State of Illinois, described as follows:

DATE	EXECUTED BY	RECORDED	DOCUMENT #	BOOK	PAGE
Feb. 25, 1983	<u>6191376</u> BARANSKI, BARRY M. AND BARANSKI, KATHLEEN J. HIS WIFE	Mar. 7, 1983	26526724		
Mar. 1, 1983	<u>6191381</u> BYRNE, KEVIN P. AND BYRNE, JANE E. HUSBAND AND WIFE	Mar. 3, 1983	26 524 315		
Feb. 22, 1983	<u>6191372</u> JAHNKE, STEVEN MICHAEL AND JAHNKE, LOREEN D. HIS WIFE	Mar. 1, 1983	26521828		
Mar. 3, 1983	<u>6191373</u> MADDEN, JAMES W. AND MADDEN, DEBRA A HUSBAND AND WIFE	Mar. 9, 1983	26 530 248		

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TOGETHER with the NOTES therein described or referred to, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Mortgages or Deeds of Trust.

IN WITNESS WHEREOF, said ASSIGNOR has signed these presents this 1st day of September, 1985.

BY: Kathryn Vanman  
KATHRYN VANMAN ASSISTANT SECRETARY

BY: Marian Weiner  
MARIAN WEINER VICE PRESIDENT

## ACKNOWLEDGEMENT

STATE OF COLORADO )  
)  
COUNTY OF DENVER )

On this 1st day of September 1985, before me, the undersigned Notary Public, personally appeared KATHRYN VANMAN, who acknowledged herself to be ASSISTANT SECRETARY and MARIAN WEINER who acknowledged herself to be VICE PRESIDENT of WESTAMERICA MORTGAGE COMPANY, 7900 E. Union Avenue, Denver, CO 80237, and as such officers being authorized to do so, executed the corporation by themselves as such officers.



IN WITNESS THEREOF, I hereunto set my hand and official seal.

KATHLEEN LEACH, NOTARY PUBLIC  
7900 E. Union Avenue, Suite 500  
Denver, CO 80237

January 25, 1988

MY COMMISSION EXPIRES

REQUESTED AND PREPARED BY NANCY JO BLACK

-85-222488

# UNOFFICIAL COPY

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## MORTGAGE

This form is used in connection with  
mortgages insured under the one to  
four family provisions of the National  
Housing Act.

THIS INDENTURE, Made this 3RD day of MARCH 19 83 between  
JAMES W. MADDEN AND DEBRA A. MADDEN, HUSBAND AND WIFE,  
and  
WESTAMERICA MORTGAGE COMPANY  
a corporation organized and existing under the laws of THE STATE OF COLORADO,  
Mortgagor, and  
Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain  
promissory note bearing even date herewith, in the principal sum of  
**SEVENTY THREE THOUSAND AND NO<sup>0</sup>100--** Dollars  
(\$ 73,000.00)

payable with interest at the rate of TEN per centum ( 10,000 ) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in  
ENGLEWOOD, CO. 80117 or at such other place as the holder may  
designate in writing, and delivered, the said principal and interest being payable in monthly installments of  
**SEVEN HUNDRED EIGHTY FOUR AND 75/100--** Dollars  
( \$ 784.75 ) on the first day of MAY 19 83 and a like sum on the  
first day of each and every month thereafter until the note is fully paid, except that the final payment of principal  
and interest, if not sooner paid, shall be due and payable on the first day of APRIL, 1990.

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of  
money and interest and the performance of the covenants and agreements herein contained, does by these presents  
MORTGAGE and WARRANT unto the Mortgagee, its successors & assigns, the following described Real  
Estate situated, lying, and being in the county of COOK  
and the State of Illinois, to wit:

LOT 13 IN BLOCK 3 IN BECKER'S ADDITION TO RIDGE'S PARK, BEING A PARTITION  
OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31,  
TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

RECORD AND RETURN TO:  
WESTAMERICA MORTGAGE COMPANY  
1931 N. MEADOW RD.  
SCHAUMBURG, IL. 60193

PREPARED BY:  
PAMELA PROCHAZKA  
SCHAUMBURG, IL. 60193

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TO THE FERD (all singular the tenements, hereditaments, and appurtenances thereto belonging, and  
the rents, issues, and profits thereof, and all apparatus and fixtures of every kind for the purpose of supplying or  
decorating heat, light, water, or power, and all plumbing and other fixtures in, on, that may be placed in, on  
building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said de-  
positor in said real premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said  
Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights  
and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights  
and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything  
that may impair the value thereof, or of the security intended to be effected by virtue of this instrument, nor to  
suffer any kind of mechanics' men or material men to attach to said premises, to pay to the Mortgagee, as hereinafter  
provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises,  
or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town,  
village, or city in which the said land is situated, upon the Mortgagee on account of the ownership thereof, (2)  
a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said  
indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may  
be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any provision of the  
covenant other than that for taxes or assessments on said premises, or to keep said premises in good repair, the  
Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs  
to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof,  
and any money so paid or expended shall become so much additional indebtedness, secured by this mortgage, to  
be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding),  
that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assess-  
ment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated  
thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate

PROPERTY INDEX NUMBERS

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