

UNOFFICIAL COPY

ASSIGNMENT OF REAL ESTATE MORTGAGE 5 4 2 9

STATE OF MARYLAND )  
CITY OF BALTIMORE )

86555429

THIS AGREEMENT made this <sup>3rd</sup> ~~26th~~ day of <sup>November</sup> ~~February~~ 1986, by and between Commercial Credit Services Corporation, a Delaware corporation (herein called "Assignor") and Beneficial Business Credit Corp., a Delaware corporation, (herein called "Assignee"):

WITNESSETH: That

WHEREAS, Assignor, by the execution and delivery of a certain Bill of Sale, has bargained, sold, assigned, conveyed and transferred to Assignee all Assignor's right, title and interest in certain notes and other evidences of indebtedness; and

WHEREAS, said notes and other evidences of indebtedness are secured by a certain real estate mortgage, as is more fully described hereafter;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which are hereby acknowledged and pursuant to and in furtherance of a certain Agreement of Purchase and Sale dated February 26th, 1986, ("Agreement"), by and between Assignor and Assignee, Assignor hereby grants, bargains, sells, assigns, all of Assignor's right, title and interest in and to that certain Mortgage dated the 18<sup>th</sup> day of March, 1983, made by John Gillette, Mali Gillette and recorded on the 30<sup>th</sup> day of March, 1983 in the office of Recorder of Deeds Cook County Illinois as Document No. 2652774, mortgaging real property located in Cook County State of Illinois, all in accordance with the terms and provisions of the Agreement:

TO HAVE AND TO HOLD the same with all rights, privileges and appurtenances pertaining thereto, and in accordance with the provisions of this Agreement.

FURTHERMORE, upon Assignee's reasonable request, Assignor, at its own expense, will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged or delivered, all and every such further acts, bills of sale, deeds, assignments, releases, transfers, conveyances, powers of attorney and assurances as may reasonably be required by Assignee, its successors and assigns, for the better assigning, transferring and conveying to, and vesting title and ownership of the aforementioned interests in, Assignee, or for aiding Assignee in the collecting or enforcing of the obligations secured by the aforementioned interests.

Capitalized Terms not herein defined are used with the same meanings as in the Agreement.

IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed this 3<sup>rd</sup> day of November, 1986, and its corporate seal to be affixed hereto.

(Seal)

ATTEST:

COMMERCIAL CREDIT SERVICES CORPORATION

E. T. O'Brien  
(Assistant) Secretary

BY: C. Alan Smith  
C. Alan Smith, Vice President

On this 3rd day of November, 1986, before me personally came C. Alan Smith, to me known who, being by me duly sworn, did depose and say that he is Vice President of Commercial Credit Services Corporation, the corporation described in and which executed the above 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 he signed his name thereto by like order.

My Commission Expires: 7/1/90

Dean T. Lumbkin  
Notary Public

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BENEFICIAL BUSINESS CREDIT CO., INC.  
100 N. La. Frwy. Apt. 100  
E. Chicago, TX 75210  
414 / 788 - 1583

13 00 MAIL

DEPT-01 RECORDING  
TRAN 4255 11/20/76 10 24 AM  
10295 \* 44 \* 44-055429  
COOK COUNTY RECORDER

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6219998

Property of Cook County Clerk's Office

REAL ESTATE MORTGAGE

**MORTGAGEE**  
(Name and Address)  
John Gillies (Name) 342-75-0000  
Mortgagee  
M.J. Gillies (Name) 327-52-7000  
Mortgagee

**MORTGAGOR**  
COMMERCIAL CREDIT SERVICES CORPORATION  
2001 LaSalle Road  
Oak Brook, IL 60521

OF Cook COUNTY, ILLINOIS OF Cook COUNTY, ILLINOIS

First Post. Due Date	Second Post. Due Date	Loan Number	APR 1976	APR 1977	APR 1978	APR 1979
4-23-83	3-23-90	000-00808	3-18-83	24	688.24	\$34,308.00

THIS MORTGAGE ALSO INCLUDES FUTURE ADVANCES AS PROVIDED HEREIN.  
THIS INSTRUMENT, WITNESSETH, THAT the Mortgagee, above named, of Cook County, Illinois, in the County and State above written, Mortgage and Warrant to the Mortgagee named in plain above, to secure the payment of said mortgage Note executed by the undersigned, bearing even date herewith, payable to the order of said Mortgagee named in plain above, the following described premises, to-wit:

Lot # 718 in Bramentown Estates Unit # 6 Phase 1 being a subdivision of part of the South East Quarter and part of the South West Quarter of Section 24, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

1983 MAR 30 AM 10 31

27-24-406-025  
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44-3083 741390 26552470 10.00

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Recorded in the County above in the State indicated above, hereby releasing and waiving all rights under and by virtue of the Mortgages Extension Law of the State of Illinois, and all right to retain possession of said premises after any default or breach of any of the covenants or agreements herein contained.

The Mortgagee(s) covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and to hold any proceeds, or according to any agreement existing then in payment, or as stated with the terms of any subsequently executed notes, which shall be a continuation of the initial indebtedness and evidence the refinancing or advancing of indebtedness of money to Mortgagee(s) to pay hereon in the first day of June in each year, all taxes and assessments against said premises, and on demand in writing advise Mortgagee(s) when they due after demands or demand to rebuild or rebuild all buildings or improvements on said premises that may have been damaged or destroyed, the cost to be paid by the Mortgagee(s) who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness. If any, such loss shall be paid to the Mortgagee(s) if any, and, second, to the Mortgagee(s) named as their interest may appear, which proceeds shall be paid to the Mortgagee(s) and the indebtedness is fully paid, and to pay all other indebtedness, and the interest thereon, of the time or times when the same shall become due and payable.

In the event of failure to so insure, or pay such or assessments, or the prior indebtedness or the interest thereon when due, the Mortgagee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge of providing any tax lien or date following said premises, or pay all prior indebtedness and the interest thereon from time to time, and all charges on said, the Mortgagee(s) agrees to repay immediately without demand and the same with interest thereon from the date of payment at seven per cent, per annum, shall be no death additional indebtedness covered hereby.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all unpaid interest, shall at the option of the legal holder thereof, without notice, become immediately due and payable, and such interest accrued from time of such breach, at seven per cent, per annum, shall be recoverable by foreclosure thereof, or by sale at law, or both, the same as if all of said indebtedness had then become due and payable.

It is agreed by the Mortgagee(s) that all expenses and disbursements paid or incurred in behalf of Mortgagee(s) in connection with the foreclosure hereon - including reasonable attorney's fees, unless for documentary evidence, Mortgagee(s) charges, and of providing or collecting thereon showing the whole title of said premises containing foreclosure thereon - shall be paid by the Mortgagee(s) and the tax expenses and disbursements, provided by any sale or proceeding hereon the Mortgagee or any holder of any part of said indebtedness to each, may be a party, and shall be paid by the Mortgagee(s). All such expenses and disbursements shall be an additional lien upon said premises, shall be levied on same and included in any lien that may be levied in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be deemed, any a release thereof, until all such expenses and disbursements, and costs of sale, including whatever's fees have been paid. The Mortgagee(s) shall be authorized and for the holder, Mortgagee(s), and Mortgagee(s) and Mortgagee(s) shall have the right to the proceeds of any sale hereon, and shall be authorized to execute such foreclosure proceedings, and Mortgagee(s) shall have the right to the proceeds of any sale hereon, and shall be authorized to execute such foreclosure proceedings, or to any party claiming under said Mortgagee(s), appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

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Witness the hand, seal, and seal of the Mortgagee(s) this 18th day of March, A.D. 1983

Mortgagee  
M.J. Gillies

Mortgagor  
Commercial Credit Services Corporation

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