

(3) 226060  
**UNOFFICIAL COPY**

# ASSIGNMENT OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT MIDWEST FUNDING CORPORATION, a Corporation organized and existing under and by virtue of the laws of the State of Illinois, and having its office and principal place of business in the City of Downers Grove and State of Illinois, party of the first part, for value received, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto

LYONS MORTGAGE CORP.

**87034901**

party of the second part, its successors and assigns, a certain indenture of mortgage dated the 12th day of January, 19 87, made by

JAMEEL D. HADDAD and NAJAH HADDAD, His Wife TO:

MIDWEST FUNDING CORPORATION it securing the payment of one promissory note therein described for the sum of: One hundred twenty-five thousand six hundred and NO/100 - - -(125,600.00) DOLLARS,

and all its right, title and interest in and to the premises situated in the County of COOK and State of Illinois, and described in said mortgage as follows, to wit:

LOT 20 (EXCEPT THE EAST 19.0 FEET THEREOF) ALL OF LOT 21 AND THE EAST 7.0 FEET OF LOT 22 IN ROMBERG'S SUBDIVISION OF BLOCK 8 IN SILVERMAN'S ADDITION TO IRVING PARK MONROE AND JEFFERSON IN THE NORTH EAST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 1<sup>E</sup> EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$11.25  
 T#4444 TRAN 9350 01/20/87 09:30:00  
 #8040 # D \*-B7-4E4901  
 COOK COUNTY RECORDER

PERMANENT INDEX NUMBER: 13-16-228-041-0000

which said mortgage is recorded in the Office of Recorder of Deeds of COOK County, in the State of Illinois, as Document No. ~~X~~ -87-034900, together with the said Note therein described, and the money due or to grow due thereon, with interest;

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns, forever; subject only to the provisions in the said indenture of mortgage contained.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed in its name by AMY E. WATT, its Assistant Vice President and attested by LINDA D. NAVARRO its Assistant Secretary and its Corporate seal to be hereunto affixed, this 12th day of January, 19 87, A.D.

ATTEST: Linda D. Navarro

Assistant Secretray

BY:

                          
Assistant Vice President

STATE OF ILLINOIS )

) SS

COUNTY OF DUPAGE )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that AMY E. WATT and LINDA D. NAVARRO, Assistant Vice President and Assistant Secretary respectively of MIDWEST FUNDING CORPORATION personally known to me to be the same person whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Assistant Secretary, did also then and there acknowledge that she as custodian of the seal of said corporation, did affix the said corporate seal to said instrument, as her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

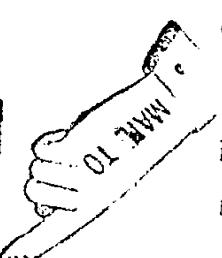
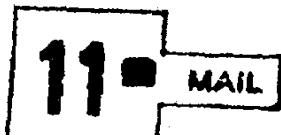
GIVEN under my hand and Notarial Seal this

12th day of January, 19 87, A.D.

Rhonda L. Jacobson  
Notary Public

My Commission Expires: Dec. 28, 1988

This instrument was prepared by:  
 MIDWEST FUNDING CORPORATION  
 1020 31st Street - Suite 401  
 Downers Grove, IL 60515



**87-034901**

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87034900

87034901

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice, at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Condemnation.** (a) The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. 10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns; Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of

