

557:661

ASSIGNMENT OF MORTGAGE AND PROMISSORY NOTES (ILLINOIS)

87046631

KNOW ALL MEN BY THESE PRESENTS, that Assignor, SOUTHMARK ACCEPTANCE CORPORATION, a Nevada corporation having offices at 1601 LBJ Park West, Suite 800, Dallas, Texas 75234 in consideration of ONE HUNDRED and 00/100 DOLLARS (\$100.00) and other good and valuable consideration paid by Assignee, SAN JACINTO SAVINGS ASSOCIATION, a Texas state chartered savings and loan association, having an address at 6800 West Loop South, Bellaire, Texas 77401 receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over to Assignee and its assigns, WITHOUT RECOURSE against Assignor, those certain mortgages described on Exhibit A attached hereto and made a part hereof, together with all of Assignor's right, title and interest in the Land therein described, and in the note, notes, accrued interest and other obligations therein specified, and to the debt secured thereby and payable in accordance therewith, and hereby constitutes and appoints Assignee its attorney irrevocable to collect and receive said debt, and to foreclose, enforce, and satisfy said mortgage the same as it might or could have done were these presents not executed but at the cost and expense of Assignee and does hereby covenant with Assignee and its assigns, that it has good right to sell, assign, and transfer the same.

DEPT-01 RECORDING \$8.00
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COOK COUNTY RECORDER

Above Space for Recorder's Use Only

IN WITNESS WHEREOF, Assignor has hereunto set his hand and seal this 30 day of June, 1986.

SOUTHMARK ACCEPTANCE CORPORATION

ATTEST:

Sonia Ryberg
Assistant Secretary

By: William E. Goodman
Name: William E. Goodman
Title: Asst. Treasurer

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STATE OF Texas)
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me on this 30 day June 1986 by William E. Goodman, Sonia Ryberg of SOUTHMARK ACCEPTANCE CORPORATION, a Nevada corporation, on behalf of said corporation.

Given under my hand and official seal.

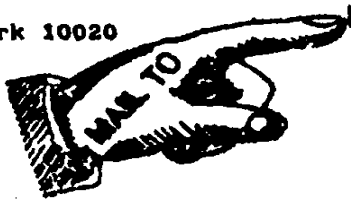
Kelly Jane Thorne
NOTARY PUBLIC

This instrument was prepared by and should be returned to:

Please Return To:

THE LAW OFFICES OF
William S. Friedman
1270 Avenue of the Americas
Suite 1400
New York, New York 10020

San Jacinto Savings Association
P.O. Box 35700
Houston, Texas 77235-5700
Elizabeth Taylor



UNOFFICIAL COPY

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Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and as the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy favoring Lender's interest in the Property.

9731 Fox Glen Drive, Unit No. 9731-3N, which has the address of 9731 Fox Glen Drive, Unit No. 9731-3N, Illinois, 60236 (herein "Property Address");

Mortgage also hereby grants to Mortgagee, their successors and assigns, all rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium, recorded, and Mortgagee reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein. This Conveyance is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated herein.

Unit No. 9731-3N in the Terrace Square Condominium, as delineated on the survey of the following described real estate: Part of the West Half of South East Quarter of Section 10, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit A to the Declaration of Condominium recorded in the office of the Cook County, Illinois Recorder as Document Number 25132652, together with its undivided percentage interest in the Common Elements.

To secure to Lender (a) 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 the Mortgage, and the performance of the covenants and agreements herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

THIS MORTGAGE is made this 19th day of February, 1982, between the Mortgagee, MTA, a corporation organized and existing under the laws of the State of Texas, and the Borrower, (herein "Borrower"), and the Mortgagee, (herein "Lender"), of the State of Illinois, a corporation organized and existing under the laws of the State of Illinois, whose address is 1300 North Dearborn Street, Chicago, Illinois 60610.

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COOK COUNTY, ILLINOIS
FILED FOR RECORD
FEB - 4 AM 9 45
MORTGAGE
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Office
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