

ASSIGNMENT OF MORTGAGE AND PROMISSORY NOTES

UNOFFICIAL COPY

3 3 4 4 3 2 0 5
-88-445205

Above Space for Recorder's Use Only

This document is being re-recorded for the purpose of correcting the assignee's state of incorporation.

KNOW ALL MEN BY THESE PRESENTS, that Assignor, Southmark Corporation a Georgia Corporation having offices at 1601 LBJ Freeway, Dallas, Texas 75234 in consideration of ONE HUNDRED 0/100 DOLLARS (\$100.00) and Good and Other Valuable Consideration Paid by Assignee Pacific Standard Life Company, an Arizona Corporation with offices at 3820 Chiles Road, Davis, California 95616 Nevada receipt of which is hereby acknowledged, does hereby sell, assign and transfer and set over to Assignee WITHOUT RECOURSE against the Assignor, the Mortgages described on EXHIBIT A attached hereto and forming a part hereof, together with all of Assignor's right, title and interest in and to (a) the note, notes, accrued interest and other obligations secured thereby and payable in accordance therewith, and (b) the real estate described therein. The mortgage and the instrument or instruments secured thereby are delivered herewith to Assignee.

IN WITNESS WHEREOF, Assignor has hereunto set his hand and seal this 19 day of September 1986.

WITNESSETH:

88445205

[Signature]
[Signature]

By:

[Signature]
William E. Goodman
Senior Assistant Treasurer

DEPT-01 \$9.00
7#444 TRAN 2531 09/28/88 09:36:00
#5613 # D * -88-445205
COOK COUNTY RECORDER

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BE IT KNOWN, that on this 19th day of the month of September, 1986, before me, the undersigned authority, personally came and appeared WILLIAM E. GOODMAN, to me personally known and known to me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as his own free act and deed for the uses and purposes therein set forth and apparent.

IN WITNESS WHEREOF, the said appearer has signed these presents and I have affixed my hand and seal, together with the said witnesses on the day and date first above written.

[Signature]
NOTARY PUBLIC

This instrument was prepared by and should be returned to:

MR. TIMOTHY NENEZES
PACIFIC STANDARD LIFE INS. CO.
P.O. BOX 1796
SACRAMENTO, CALIFORNIA 95808
BOX 333 - 222 DIT

900

LEGAL ON BACK PG.

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709544101 ET 566

-88-445205

UNOFFICIAL COPY

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26 762 165
COOK COUNTY, ILLINOIS
FILED FOR RECORD
1983 SEP -2 PM 2 20

William A. Olsen
RECORDER OF DEEDS
26762165

W. H. H.
This instrument was prepared by:
Joel T. Cooper, Esq.
100 N. LaSalle Street
CHICAGO, ILLINOIS 60601

Box 523

MORTGAGE

THIS MORTGAGE is made this 31st day of AUGUST 1983, between the Mortgagee, LASALLE NATIONAL BANK as Trustee under Trust No. 206890 (herein "Mortgagee"), and the Mortgagor, SOUTHSTAR COMMUNITIES, INC., a corporation organized and existing under the laws of State of Texas, whose address is 2300 Holcomb Bridge Road, Norcross, Georgia 30092 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY FIVE THOUSAND SIX HUNDRED THIRTY AND 00/100 (\$55,630.00) Dollars, which indebtedness is evidenced by Borrower's note dated AUGUST 31, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness if not sooner paid, due and payable on September 1, 1990.

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 this Mortgage, and the performance of the covenants and agreements of Borrower 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:

09-10-401-100-1124p

13.00

Unit No. 9128-4B 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 17 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.

which has the address of 9128 Terrace Drive, Unit 4B, Illias,
Illinoi
... 31149916... 30016..... (herein "Property Address");
Block and 1/2 East

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, sewer rights, and water catch, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 hereby referred to as the "Property".

26 762

88-445205
86599953

UNOFFICIAL COPY

COOK COUNTY RECORDS
RECORDS SECTION
JAN 15 1982
10:30 AM

MORTGAGE

Property of Cook County Clerk's Office

100-115002

RECORDED

9326 Terrace Drive, Unit 18
Chicago, Illinois 60632
Chicago Title & Trust Company, Inc.

The undersigned, Chicago Title & Trust Company, Inc., a corporation organized under the laws of the State of Illinois, is the holder of the mortgage described in the foregoing instrument and hereby certifies that the same is a valid and enforceable lien in accordance with the provisions of the Illinois Mortgage and Security Act, Chapter 110, Illinois Compiled Statutes (1981).