

# UNOFFICIAL COPY

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CONTRACT/POOL #

COMMITMENT #

8692

LOAN NO.

00061983

0095

WHEN RECORDED, MAIL TO

WESTAMERICA MORTGAGE COMPANY  
14707 EAST SECOND AVENUE  
AURORA, COLORADO 80011



90393224

### ASSIGNMENT OF MORTGAGE OR DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS

WESTAMERICA MORTGAGE COMPANY  
14707 EAST SECOND AVENUE  
AURORA, COLORADO 80011

, herein-

after 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

GREENWICH CAPITAL FINANCIAL, INC.  
600 E. LAS COLINAS BLVD., SUITE 1802, IRVING, TX 75039

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 bearing date of JANUARY 23, 1990 made and executed by FRED E. POTTS

SARA E. POTTS, HUSBAND AND WIFE

to WESTAMERICA MORTGAGE COMPANY, a COLORADO CORPORATION which said Mortgage or Deed of Trust was recorded on 01-30-90 as Reception No. 90-049139 in Book No. at Page, in the office of the County Clerk and Recorder of COOK County, ILLINOIS and which Mortgage or Deed of Trust covers property described as:

PER LEGAL DESCRIPTION, EXHIBIT A, ATTACHED HERewith  
(AS SET FORTH ON RECORDED MORTGAGE DEED OF TRUST)

PROPERTY ADDRESS: 1371 BUFFALO AVENUE  
CALUMET CITY, IL

DEPT OF RECORDING  
13111 FRANKLIN 3634 08/15/90 13:54:00  
60403041:6 \*-90-393224  
COOK COUNTY RECORDER

LOAN AMOUNT: 20,532.00

Together with the Note or 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 Mortgage or Deed of Trust.

IN WITNESS WHEREOF, said ASSIGNOR has signed these presents this 30 day of JAN. 19 90  
WESTAMERICA MORTGAGE COMPANY

BY: Beth A. Martin  
BETH A. MARTIN, VICE PRESIDENT

BY: Victor Jacobs  
VICTOR JACOBS, ASST. SECRETARY

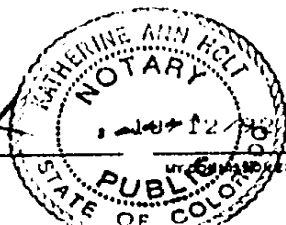
### ACKNOWLEDGEMENT

STATE OF COLORADO  
COUNTY OF ARAPAHOE

On this 30 day of JANUARY, 19 90, before me, the undersigned Notary Public personally appeared BETH A. MARTIN who acknowledged himself/herself to be VICE PRESIDENT and VICTOR JACOBS who acknowledged himself/herself to be ASST. SECRETARY of WESTAMERICA MORTGAGE COMPANY 14707 EAST SECOND AVENUE AURORA, COLORADO 80011

and such officers being authorized so to do, executed the corporation by himself/herself as such officers.  
IN WITNESS WHEREOF, I herunto set my hand and official seal.

Katherine Ann Holt  
NOTARY PUBLIC, KATHERINE ANN HOLT



Notary Address: 14707 EAST SECOND AVENUE  
AURORA, COLORADO 80011

13 Mail

REQUESTED AND PREPARED BY: T. HAMPTON T. Hampton

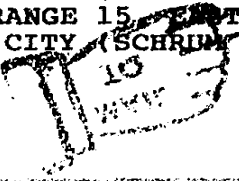
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TAX NUMBER: 30-19-217-006

EXHIBIT "A":

LOT 6 IN BLOCK 3 IN HOOVER SCHOOL ADDITION, A SUBDIVISION OF PART OF THE EAST 646.72 FEET OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF MICHIGAN CITY (SCHRIER ROAD), IN COOK COUNTY, ILLINOIS.



Property of Cook County Clerk's Office

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- (8) Should Mortgagor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Mortgagee being first had and obtained, then Mortgagee shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.
- (9) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.
- (10) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.
- (11) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgagee shall be entitled to all compensation, awards, other payments therefor and apply the same on said indebtedness.
- (12) If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed in her behalf, and for her sole and separate use and benefit and that she has not executed the same as surety for another, but that she is the Borrower hereunder.
- (13) Each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby waives and renounces, each for himself and family, any and all homestead or exemption rights either of us have under or by virtue of the Constitution or Laws of any State, or of the United States, as against this debt or any renewal thereof; and any security agreement taken to secure this note or any renewal thereof; and the undersigned, and each Surety, Endorser, Guarantor, or other party to this note, transfers, conveys and assigns to the Holder hereof, a sufficient amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemption as may be set apart in bankruptcy, to the extent permitted by law.
- (14) This Mortgage shall be construed according to the laws of the State of Illinois.

DATE OF MORTGAGE

August 9, 1990

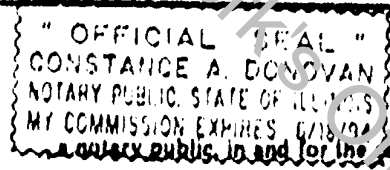
WITNESS the hand and seal of the Mortgagor, the day and year first written.

Harry A. McLean (SEAL) Susan L. McLean (SEAL)  
 (Harry A. McLean) (Susan L. McLean)  
 \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

STATE OF ILLINOIS

COUNTY OF Cook

I, Constance A. Donovan



Do hereby Certify That Harry A. McLean and  
Susan L. McLean, his wife, personally known to me to be the same persons  
 whose names are subscribed to the foregoing instrument, appeared before me this day in person  
 and acknowledged that they signed, sealed and delivered the said instrument as their  
 free and voluntary act for the uses and purposes therein set forth, including the release and waiver of

rights under any homestead, exemption and valuation laws.  
 GIVEN under my hand and Notarial Seal this 9th day August, A.D. 1990.

Constance A. Donovan  
 NOTARY PUBLIC



WARRANT TO

This document was prepared by:  
 Transamerica Financial Services  
 Post Office Box 219  
 4747 Lincoln Mall Drive, Suite 304  
 Matteson, IL 60443

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(b) pay all said taxes and assessments without determining the validity thereof; and (c) pay such items and all such disbursements shall be deemed a part of the indebtedness secured by this mortgage and shall be immediately due and payable by Mortgagee to Mortgagee; (4) To keep the building and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to law, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises; not to remove or demolish any building thereon; to restore promptly and in a good and workmanlike manner any buildings which may be damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (5) That he will pay, promptly the indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Promissory Note and this Mortgage; (6) That the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or the priority of this Mortgage; (7) That he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever.

IT IS MUTUALLY AGREED THAT: (1) If the Mortgagee shall fail to pay installments on said Promissory Note or on any other account or obligation which may be secured hereby as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagee, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Mortgagee to the Mortgagee under this Mortgage or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Mortgagee, on the application of the Mortgagee or any other person who may be entitled to the monies due thereon. In such event the Mortgagee shall have the right immediately to foreclose this mortgage by complaint for that purpose, and such complaint may be presented to judgment and execution and sale for the collection of the whole amount of the indebtedness and interest thereon, including reasonable attorney's fees, any amounts advanced pursuant to this mortgage, costs of suit, and costs of sale, if permitted by law.

(2) In the event said premises are sold at a foreclosure sale, Mortgagee shall be liable for any deficiency remaining after sale of the premises if permitted by law, and application of the proceeds of said sale to the indebtedness secured and to the expense of foreclosure, including Mortgagee's reasonable attorney's fees and legal expenses is allowed by law.

(3) Mortgagee shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and discharged from the proceeds of the loan hereby secured, and even though said prior liens have been released or record, the repayment of said indebtedness shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively.

(4) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(5) Each of the undersigned hereby waives the right to claim any damage for trespass, injury or any tort occasioned by or resulting from the exercise by the Holder of the rights given hereunder or any attempt to exercise any other right the Holder is herein granted, or any other right that the Holder has or may have, to the extent permitted by law.

(6) If Mortgagee shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then Mortgagee will, within thirty (30) days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefit of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee, if permitted by law.

(7) By accepting payment of any sum accrued hereby after its due date, Mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. If Mortgagee shall pay said Promissory Note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.

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