

# UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

7602

FOR AND IN CONSIDERATION OF TEN DOLLARS (\$10.00) and other value received, the Secretary of Housing and Urban Development, Washington, D.C., acting by and through the Federal Housing Commissioner, does hereby assign, transfer, convey, set over and deliver to Equitable Mortgage Company (hereinafter called the Assignee) its successors and assigns the following described mortgage:

**MORTGAGOR:** David Thomas and Earline Thomas, his wife  
**MORTGAGEE:** Fleet Mortgage Corp.

**DATE:** September 23, 1983

**RECORDING DATE:** September 28, 1983

**DOCUMENT NO.:** 26798045

**RECORDER OF DEEDS,**

**AMOUNT OF DEBT:** \$ 45,450.00

Cook County, Illinois, Chicago, IL 60633

TOGETHER with all rights and interest in the same and the premises therein described and the note or obligation thereby secured.

BEING the same security interest acquired by the Secretary of Housing and Urban Development pursuant to the provisions of the National Housing Act, as amended (12 U.S.C. 1701 et seq.) and the Department of Housing and Urban Development Act (42 U.S.C. 3531).

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned

on \_\_\_\_\_ has set her/his hand and seal  
for and on behalf of the said Secretary of Housing and Urban Development, under authority and virtue of Section 204(g) of the National Housing Act, as amended.

Secretary of Housing and Urban Development  
BY: Federal Housing Commissioner

BY: Lorraine Cooper (SEAL)

Authorized Agent

STATE OF ILLINOIS

COUNTY OF COOK

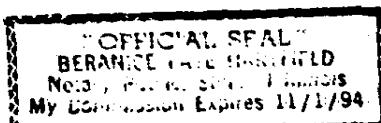
DEPT-01 RECORDINGS  
T#1111 TRAN 7042 10/24/91 15:18:00  
#2597 A \*--91-557602  
COOK COUNTY RECORDER

I, Lorraine Cooper, Notary Public in and for Cook County, Illinois, do hereby certify that Lorraine Cooper, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument and known to me to be the duly appointed Authorized Agent of the Secretary of Housing and Urban Development appeared before me this day in person and acknowledged that she/he, being informed of the contents, signed, sealed and delivered the foregoing instrument as her/his free and voluntary act as Authorized Agent of the Secretary of Housing and Urban Development by virtue of the authority vested in her/him by Section 204(g) of the National Housing Act, as amended, and 50 F.R. #2099.

Given under my hand and notarial seal this 30, September, 1991

My Commission expires: 11-1-94, Tecumseh, Ill.  
Notary Public

Prepared by: Single Family Loan Management, U.S. Department of Housing and Urban Development, 547 West Jackson Boulevard, Chicago, Illinois 60606 - 5700.



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## MORTGAGE

THIS INDENTURE, made this 23<sup>rd</sup> day of NOVEMBER, 1963, between

DAVID THOMAS AND MARILYN THOMAS, HHS MBS,  
FLEET MORTGAGE CORP., a corporation organized and existing under the laws of THE STATE OF ILLINOIS,  
Mortgagors,

WITNESSETH That whereas the Mortgagors doth indorse to be mortgaged and is mortgaged by aforesaid  
Mortgagors unto bearing even date hereon, in the principal sum of TWELVE FIVE THOUSAND FIVE HUNDRED  
FIFTY DOLLARS AND NO/100-----Dollars (\$12,550.00)-----

payable with interest at the rate of THREE PER CENTUM (3%) per annum, to be unpaid, here-  
unto until paid, and made payable to the order of the Mortgagor or its assigns in MILWAUKEE, WISCONSIN,  
or to such other place as the Mortgagor may designate in writing, and delivered  
to the principal and interest shall payable in monthly installments of  
TWO HUNDRED TWENTY FIVE DOLLARS AND 12/100-----Dollars (\$202.13)-----on the first day  
of NOVEMBER 1963 and thereafter on the first day of November, each year, until it is fully  
paid, except that the final payment of principal and interest, if not sooner paid, shall be due and  
payable on the first day of OCTOBER, 2013.

NOW, THEREFORE, the said Mortgagee, for the better securing of the payment of the said principal sum of  
money and interest and the performance of the covenants and agreements herein contained, does by these pres-  
ents, MORTGAGE and WARRANT, unto the Mortgagors, its successors or assigns, the following described Real  
Property situate, lying, and being in the county of Ogle, and the State of Illinois, as follows:

LOT 20 IN BLOCK 7A IN NEW ENGLAND SUBDIVISION NO. 2 IN  
THE CITY OF THE EAST OF THE FORESTAKE - POSTS OF  
THE LITTLE CEDAR RIVER IN SECTION 37, TOWNSHIP 37 NORTH,  
Range 17, East of the Third Principal Meridian, in Ogle  
County, Illinois.

TOGETHER with all and singular the rents, issues, impositions and appurtenances whatsoever belonging, and  
the rents, issues, and profits thereof; and all appurtenances and fixtures of every kind for the purpose of supplying  
distributing heat, light, water, or power, and all plumbing and other fixtures so, or that may be placed in, any  
building or structure standing on said land, and all the estate, right, title, and interest of the said Mort-  
gagors in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said  
Mortgagee, its successors and assigns, forever, for the purpose and uses herein set forth, free from all rights  
and benefits under and by virtue of the Homestead Laws, or Laws of the State of Illinois, which said rights  
and benefits the said Mortgagee does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything  
that may impair the value thereof, or of the property intended to be covered by virtue of this instrument, nor to  
alter any line or enclosure on or material, nor to attach to said premises, or any to the Mortgagor, or his  
successors provided, until said sum is fully paid, a sum sufficient to pay all taxes and assessments on said prop-  
erty, or any tax or assessment that may be levied by authority of the State of Illinois, or of the County, town,  
village, or city in which the said land is situated, upon the Mortgagor or owner, or the interest he therein, (2) a sum  
sufficient to keep all buildings that may at any time be on said premises, decently, comfortable and  
habitable, except for the benefit of the Mortgagor in such form of remittance, and in such amounts, as may  
be required by the Mortgagor.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any sum due or  
otherwise owing than for taxes or assessments on said property, or to keep said premises in good repair, the  
Mortgagor may pay such taxes, assessments, and necessary premiums, either due or to be paid on or before a date  
so as the property herein mentioned as to no detriment or loss necessary for the proper payment of said taxes,  
and any money so paid or expended shall become an additional indebtedness, excepted by the Mortgagor, to  
be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however, that when payment of this mortgage by the mortgagor is discontinued  
and the Mortgagor shall not be compelled and shall have the right to pay, discharge, or remove any taxes, assessments,  
or fees then owing or against the property demised herein or any part thereof or the expenses of removal  
therefrom, so long as the Mortgagor shall, in good faith, defend the property against all claims and proceedings  
legal, governmental, brought to a court of competent jurisdiction, which shall determine to be the property of  
the Mortgagor, or shall be entitled to the title to the same, or to the payment of any fine levied in respect  
of the same.

RECORDED ON THIS, THE TWENTIETH DAY OF NOVEMBER, 1963.

STATE OF ILLINOIS  
MORTGAGED BY