

UNOFFICIAL COPY

PREPARED BY: *Elizabeth A. Watkins*
ELIZABETH A. WATKINS
NATIONSBANK LEGAL DEPARTMENT
101 N. TRYON STREET, 114-13
CHARLOTTE, N.C. 28255

DEPT-01 RECORDINGS \$25.00
110000 TRN 0021 11/13/92 09:09:00
#6193 # 122-2349572
COOK COUNTY RECORDER

WHEN RECORDED MAIL TO: **ASSOCIATES FINANCE**
1275 NAYER BLVD.
NAPEVILLE, IL 60540
OFFICE (708) 983-6404

ASSIGNMENT OF DEED OF TRUST OR MORTGAGE

STATE OF NORTH CAROLINA

92849572

COUNTY OF MECKLENBURG

KNOW ALL MEN BY THESE PRESENTS, THAT NCNB NATIONAL BANK OF NORTH CAROLINA, NOW KNOWN AS NATIONSBANK OF NORTH CAROLINA, N.A., A NATIONAL BANKING ASSOCIATION, FOR VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, ASSIGN AND TRANSFER, WITHOUT WARRANTIES, EXPRESSED OR IMPLIED, TO

ASSOCIATES FINANCE, INC.
1 MID AMERICA PLAZA, SUITE 401, OAKBROOK TERRACE, ILLINOIS 60181

THAT CERTAIN DEED OF TRUST OR MORTGAGE DESCRIBED AS FOLLOWS:

DEED OF TRUST OR MORTGAGE DATED: AUGUST 27, 1985
AMOUNT: \$27,474.00
EXECUTED BY: JOHN W. HALL AND JESSIE M. HALL, HIS WIFE, IN JOINT TENANCY
CLERK'S FILE OR INSTRUMENT NO: 05172706
RECORDED DATE: SEPTEMBER 3, 1985
BOOK AND/OR VOLUME:
PAGE:
COUNTY AND STATE: COOK, ILLINOIS
ADDRESS: 417 WEST 87TH STREET
CHICAGO, ILLINOIS 60620

DESCRIBING LAND THEREIN AS FOLLOWS:
SEE EXHIBIT "A" ATTACHED.

TOGETHER WITH THE NOTE THEREIN DESCRIBED OR REFERRED TO, THE MONEY DUE AND TO BECOME DUE THEREON WITH INTEREST AND ALL RIGHTS ACCRUED OR TO ACCRUE UNDER SAID DEED OF TRUST OR MORTGAGE, ALL WITHOUT RECOURSE.

DATED: SEPTEMBER 5, 1992

NATIONSBANK OF NORTH CAROLINA, N.A.
P.O. BOX 33216
CHARLOTTE, NORTH CAROLINA 28233
(800) 444-6622

(SEAL)

BY: *Randy Quillen*

RANDY QUILLEN
Vice President

ATTEST: *Rhonda S. Underwood*

ASSISTANT SECRETARY

STATE OF NORTH CAROLINA, COUNTY OF MECKLENBURG

Antonia Brown NOTARY PUBLIC, CERTIFY THAT *Rhonda S. Underwood* AND *Randy Quillen* PERSONALLY CAME BEFORE ME THIS DAY AND ACKNOWLEDGED THAT HE (SHE) IS THE ASSISTANT SECRETARY AND THE VICE PRESIDENT (RESPECTIVELY) OF NATIONSBANK OF NORTH CAROLINA, N.A., A NATIONAL BANKING ASSOCIATION, AND THAT BY AUTHORITY DULY GIVEN AND AS THE ACT OF THE ASSOCIATION, THE FOREGOING INSTRUMENT WAS SIGNED IN ITS NAME BY ITS VICE PRESIDENT, SEALED WITH ITS CORPORATE SEAL, AND ATTESTED BY ITS ASSISTANT SECRETARY.

WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 5TH DAY OF SEPTEMBER, 1992.

Antonia Brown
NOTARY PUBLIC

MY COMMISSION EXPIRES: *July 22, 1995*

LOAN NO. 323-24-2472

250

92849572

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EXHIBIT A

Lot 7, in Givin's Resubdivision of Lots 1 to 10 in Block 1 in Englewood Subdivision in the East half of the Northwest Quarter of Section 4, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT TAX NUMBER: 25-04-107-003 ✓

Property of Cook County Clerk's Office

92849572

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NOTE

72-013593-25

August 27, 19 85

Oak Lawn

Illinois

(City)

417 West 87th Street

Chicago, Illinois 60620

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay to the order of the Lender U.S. \$ 27474.00 This amount, called the Total of Payments, is the sum of the Amount Financed and the Finance Charge that will be due over the term of this Note. If I prepay this Note as provided in paragraph 4 below, the amount of the Finance Charge due on this Note may be reduced, thereby reducing the total amount to be paid to the Lender. The Lender is Freedlander, Inc. The Mortgage People. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder." I have elected to finance the prepaid finance charge and closing costs relating to this loan and therefore the original principal balance of the loan evidenced by this Note is equal to the sum of the Amount Financed and the prepaid finance charge. I will pay the Note Holder as part of such principal balance and in accordance with the terms of this Note for (a) attorneys' fees for services rendered in connection with the preparation, closing or disbursement of the loan evidenced by this Note; (b) any expense, tax or charge paid by the Note Holder or others to a governmental agency; (c) any charges, fees or costs for examination of title, appraisal or other costs necessary or appropriate to the security for the loan evidenced by this Note; (d) premiums for any insurance coverage permitted by applicable law that have been financed by the Lender; and (e) the prepaid finance charge.

2. FINANCE CHARGE

I will pay a Finance Charge consisting of simple interest and a prepaid finance charge. Beginning on the date of this Note and continuing until this Note is paid in full, the simple rate of interest will be 22.00 % per annum on the unpaid portion of principal. The Total of Payments shown above in Paragraph 1 includes a Finance Charge of \$ 16719.94 which was computed based on the assumption that this Note will be paid as agreed until the normal maturity date and will not be prepaid.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 3rd day of each month beginning on October 3

19 85 I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on September 3, 1985, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 4230 Innslake Drive, Glen Allen, Virginia 23060 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 228.95

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes. I agree that no part of the prepaid finance charge shall be refunded upon any prepayment. If my credit life or accident and health insurance is rescinded or cancelled for any reason and I am entitled to a refund of any portion of my premium, I agree that the refund shall be applied as a prepayment of this Note.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge For Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

WCMB National Bank of North Carolina
formerly known as
NationsBank of North Carolina, N.A.
Vice President
Roger O. Gore

Dated: September 4, 1992

Pay To The Order of
Associates Financial Services Company, Inc.
Without Recourse.

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

John W. Hall
Jessie M. Hall

Witness signatures and names

WITNESS THE HANDS AND SEALS OF THE UNDERSIGNED.

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest therein is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

10. UNIFORM SECURED NOTE
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

9. WAIVERS
I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE
If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

7. GIVING OF NOTICES
Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address. Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or a different address if I am given a notice of that different address.

(F) Payment of Note Holder's Costs and Expenses
If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees, incurred after default and referral to an attorney not a salaried employee of the Note Holder.

Handwritten signatures and text at the top left, including "FREEDOM ASSOCIATION".

Property of

Vertical handwritten text on the right margin.