

# UNOFFICIAL COPY

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## ASSIGNMENT OF MORTGAGE

This Assignment of Mortgage ("Assignment") is made as of the 16th day of March, 1992 between Diamond Mortgage Corporation of Illinois (sometimes doing business as Diamond Financial Services, Inc.), successor in interest to Commerce Mortgage Corporation d/b/a Tracy Mortgage Corporation on its own behalf and on behalf of Klaas G. Kuiper & Patricia L. Kuiper & Cindee Morgan \* Kendal Kuiper W.F.R.O.S., his, her, their successors, heirs and personal representatives (collectively referred to hereinafter as "Assignors") and First National Acceptance Company ("Assignee").

A - 992970 DW

A. Diamond Mortgage Corporation of Illinois, is a debtor in In re Diamond Mortgage Corporation of Illinois and A. J. Obie & Associates, Inc., ("In re Diamond") case nos. 86 B 13066 and 86 B 13067, United States Bankruptcy Court for the Northern District of Illinois, Eastern Division (the "Bankruptcy Court").

B. Pursuant to the terms of the Order of Confirmation (the "Confirmation Order") confirming the terms of the Fourth Amended Plan of Reorganization entered on July 29, 1988, in In re Diamond, notwithstanding anything to the contrary in the public records or elsewhere, Assignors hold as mortgagees one hundred percent (100%) of the right, title and interests a) in that certain mortgage ("Mortgage") dated the 30 day of March, 1984, made by First National Bank of Blue Island as Trustee under TR#82007 dated March 4, 1982 ("Mortgagor"), in the amount of \$ 21,000, which Mortgage was filed for record in the Office of Recorder of Deeds of Cook County, in the State of Illinois, as document number 27035554; and b) in that certain note ("Note") evidencing such debt, with interest at the rate therein recited. The Mortgage encumbers premises situated in the County of Cook, in the State of Illinois, legally described in Exhibit "A" attached hereto and made a part hereof.

C. Pursuant to the Agreement for Purchase and Sale of Mortgage Loans ("Purchase Agreement") entered into by Assignor and Assignee and approved by an Order and Notice Regarding Sale of Mortgage Portfolio ("Order of Sale") entered by the Bankruptcy Court in In re. Diamond, Assignors have the right to sell and assign the Mortgage and Note.

D. Pursuant to the Confirmation Order, Purchase Agreement and the Order of Sale, which Confirmation Order and Order of Sale remain in full force and effect, Diamond Mortgage Corporation of Illinois was granted full authority to sign all documents necessary to sell and assign the Mortgage and Note on behalf of (Klaas G. Kuiper, Patricia L. Kuiper, Cindee Morgan & Kendall Kuiper W.F.R.O.S.). A Notice of Authority to Execute and Deliver Documents was recorded in the Office of the Recorder of Deeds in Cook County, Illinois on March 13, 1992, as Document No. 92235901.

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E. The Assignors desire to sell and assign all right, title and interests in and to the Mortgage and Note.

F. Assignee desires to accept assignment of all right, title and interests in and to the Mortgage and Note.

NOW THEREFORE, for good and valuable considerations, the sufficiency and receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The Assignors hereby assign, without recourse, representation or warranty, <sup>accept</sup> as expressly set forth in the Order of Sale, to Assignee all right, title and interests in and to the Mortgage and Note, as well as any other instrument securing the Note, including, but not limited to, any Assignment of Rents and Leases, if any.

2. Assignee hereby accepts the foregoing assignment and assumes the obligations of mortgagee under the Mortgage and Note, and any other instrument securing the Note, if any.

3. Assignor further covenants that it will assist Assignee, for a period of ninety days after the date of even date hereof, in assuring that this Assignment is in recordable form.

IN WITNESS WHEREOF, the Assignor and Assignee have caused the document to be executed by the undersigned as of this 11th day of March, 1992.

Diamond Mortgage Corporation of  
Illinois

By: [Signature]  
Its VP

On Behalf of Itself and on  
Behalf of Klaas G. Kuiper,  
Patricia L. Kuiper, Cindee  
Morgan & Kendall Kuiper WFRS  
(Matched Creditor)

his/her/their successors, heirs  
and personal representatives

First National Acceptance  
Company

By: [Signature]  
Its: V.P.

M/C/IL

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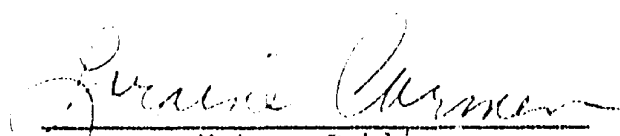
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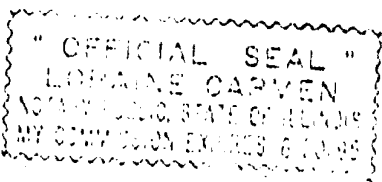
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STATE OF ILLINOIS     )  
                                   )   SS  
COUNTY OF COOK       )

I, Lorraine Carmen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Steven L. Victor, personally known to me to be the Vice President of Diamond Mortgage Corporation, of Illinois, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as the Vice President of said corporation, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16 day of March, 1992.

  
\_\_\_\_\_  
Notary Public



MY COMMISSION EXPIRES:  
6-70-95

THIS DOCUMENT WAS PREPARED BY DIAMOND MORTGAGE CORPORATION OF ILLINOIS C/O DEVELOPMENT SPECIALISTS, INC., THREE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS. THE RECORDED DOCUMENTS SHOULD BE DIRECTED TO FIRST NATIONAL ACCEPTANCE COMPANY LOCATED AT 241 E. SAGINAW, SUITE 500, P.O. BOX 4010, EAST LANSING, MI 48826. ATTN: MARK WAHL

1992 MAR 16    ~~F# 7-3~~    92295437  
                  APR 9 1992

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assignment

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STATE OF ILLINOIS )  
  ) ss  
COUNTY OF COOK    )

I, Paula M. Fela, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mark D. Wahl, personally known to me to be the Vice President of First National Acceptance Company, a Michigan corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as the Vice President of said corporation, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of March, 1992.

Paula M. Fela

Notary Public

MY COMMISSION EXPIRES:

19 December 1994

OFFICIAL SEAL  
PAULA M. FELA  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/19/94

THIS DOCUMENT WAS PREPARED BY DIAMOND MORTGAGE CORPORATION OF ILLINOIS C/O DEVELOPMENT SPECIALISTS, INC., THREE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS. THE RECORDED DOCUMENTS SHOULD BE DIRECTED TO FIRST NATIONAL ACCEPTANCE COMPANY LOCATED AT 241 E. SAGINAW, SUITE 500, P.O. BOX 4010, EAST LANSING, MI 48826. ATTN: MARK WAHL

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BOX 350

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Page # 28-01-419-016

27085554

84-0461 Record Data

This instrument was prepared by:

MARY F. Gaddell  
Suite 823 (Name)  
8420 West Bryn Mawr Avenue  
(Address)  
Chicago, Illinois 60631

CLASS of PAT RUIPAC

EXHIBIT A

C-0610

**MORTGAGE**

THIS MORTGAGE is made this 30th day of March 1984, between the Mortgagor, First National Bank of Blue Island as Trustee under Tr#82007 dated March 20, 1982, (herein "Borrower"), and the Mortgagee, Commerce Mortgage Corporation d/b/a Tracy Mortgage Corporation, a corporation organized and existing under the laws of the State of Illinois, whose address is 8420 West Bryn Mawr Avenue, Suite 823, Chicago, Illinois 60631 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty One Thousand and 00/100ths (\$21,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 20, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 1994.

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:

LOT 25 OF ADAIR'S SUBDIVISION BEING A SUBDIVISION OF PART OF LOT 7 IN J.W. EGAN'S SUBDIVISION OF THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (SE1/4) AND PART OF LOT 8 IN FORSYTHE'S SUBDIVISION OF THE WEST HALF (W1/2) OF THE SOUTHEAST QUARTER (1/4) ALL IN SECTION 1, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO PLAT RECORDED APRIL 7, 1957 AS DOCUMENT NO. 16864833.

28-01-419-016

EXONERATION PROVISION REMOVED AND ANY LIABILITY OF THE FIRST NATIONAL BANK OF BLUE ISLAND HERETO OR STAMPED HEREON SHALL BE FULLY LIFTED A PART HEREOF.

IT IS EXPRESSLY UNDERSTOOD THAT THE ADDRESS AND COUNTY MENTIONED IN THE INSTRUMENTS OF FIRST NATIONAL BANK OF BLUE ISLAND RECORD NO. 82007

which has the address of 14246 Blaine, Posen, Illinois 60969 (herein "Property Address");  
[Street] [City] [State and Zip Code]

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, water rights, and water stock, 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 herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has 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 insuring Lender's interest in the Property.

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