UNOFFICIAL COPY 2305656

#### ASSIGNMENT OF MORTGAGE

92305656

This Assignment of Mortgage ("Assignment") is made as of the the day of the 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 ("Assignor") and Tommie Hunt ("Assignee").

A. Diamond Mortgage Corporation of Illinois, is a debtor in In re Diamond Mortgage Corporation of Illinois and A. J. Obie F Associates, Inc., ("In re Diamond") case nos. 86 B 13066 and 56 B 13067, United States Bankruptcy Court for the Northern District of Illinois, Eastern Division (the "Bankruptcy Court").

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- B. Pursuint 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, notwithstancing anything to the contrary in the public records or elsewhere, Assignor holds as mortgagee an interest a) in that certain mortgage ("Mortgage") dated the 7th day of October, 1985, made by Oliver and Dorris Allen ("Mortgagor"), in the original principal amount of \$19,500.00, which Mortgage was filed for record in the Office of Recorder of Deeds of Cook County, in the State of Illinois, as document number 85283519; 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 an Order and Notice Regarding Sale of Mortgage Portfolio ("Order of Sale") entered by the Bankruptcy Court in <u>In re Diamond</u>, Assignor has the right to sell and assign its interest in the Mortgage and Note.
- D. Pursuant to the Confirmation Order 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.
- E. The Assignor desires to sell and assign all of its right, title and interests in and to the Mortgage and Note.
- F. Assignee desires to accept assignment of Assignor's 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:

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- The Assignor hereby assigns, without recourse, representation or warranty, except as expressly set forth in the Order of Sale, to Assignee all of its 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.
- 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.

IN WITNESS WHEREOF, the Assignor and Assignee have caused the document to be executed by the undersigned as of the date first written above.

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## UNOFFICIAL COPY

STATE OF ILLINOIS )

COUNTY OF COOK )

I, Warne Mrna, a Notary Public in and for said County, in the State aforesaid, do hereby certify that plant for personally known to me to be the foregoing instruction, 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 it signed and delivered the said instrument as the foregoing instruction 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 2 m day of

MY COMMISSION EXPIRES:

CFF.CIAL SEAL ...
LOFALAE CAHMEN STATE OF ILLINOIS MY COMMISSION CHIPES 6/20.05

Notary Public

92305656

# UNOFFICIAL COPY

STATE OF <u>FLLINOIS</u> ) SS
COUNTY OF COOK ) SS
I, ARMEN, a Notary Public in and for said County, in the state aforesaid, DC HEREBY CERTIFY that formule hee Howy, 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/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposed therein set forth.
of, 19 $\frac{7}{2}$ .
Notary Public
My Commission Expires:    OFFICIAL SEAL "
MY COMMISSION EXPIRES 6/20/95
THIS DOCUMENT WAS DEFINED BY AND SHOULD BE MALLED TO

THIS DOCUMENT WAS PREPARED BY AND SHOULD BE MAILED TO DIAMOND MORTGAGE CORPORATION OF ILLINOIS, C/O DEVELOPMENT SPECIALISTS, INC., THREE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS.

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Investors

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Separation

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### MORTGAGE

THIS MORTGAGE. ("Security Instrument") is given on October 7

1985 The mortgagor is Oliver Allen and Dorris Allen, married to each other, in joint tenancy

("Borrower"). This Security Instrument is given to

Commerce Mortgage Corporation d/b/a Tracy Mortgage Corporation which is organized and existing under the laws of the State of Illinois

, and whose address is

8420 West Bry 1 lawr Avenue, Suite 825, Chicago, Illinois 60631

("Lender").

Borrower owes Lender the principrisum of Nineteen Thousand Five Hundred and 00/100ths-----

Dollars (1) 19,500.00----- ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2000 This Security Instrument secures to Lender: (a) the repayment of the debt. Idenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, via interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Bori over's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortal ge, grant and convey to Lender the following described property located in Cook

Lot 16 in the Resubdivision of the South 75 feet of Lots 21 to 40 inclusive, in Block 2 in T.P. Phillips Equitable Land Association Second Addition to Chicago in the Southeast Quarter of Section 22, Township 39 North, Ringe 13, East of the Third Principal Meridian, in Cook County, Illinois commonly known as 4250 West 21st Street; Chicago, Illinois 60623; Permanent Parcel Number 16-22-418-023

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which has the address of

4250 West 21st Street (Street) Chicago

(City)

Illinois

INU. 1906

60623 (Zip Code) ("Property Address");

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 rights and stock and all-fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for hational use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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