

UNOFFICIAL COPY

This Instrument Prepared by:
Peirson and Patterson
13750 Omega Road
Dallas, Texas 75244-4516

Reference Number:
Loan Number: 7020116

ASSIGNMENT OF REAL ESTATE MORTGAGE

93659943

STATE OF ILLINOIS)
)
COUNTY OF Cook)

For Value received, Midwest Capital Mortgage Corporation whose address is 949C North Plum Grove Road, Schaumburg, IL 60173 hereby grants, assigns and transfers to Express America Mortgage Corporation whose address is 9060 East Via Linda Street, Scottsdale, Arizona 85258 all its right, title and interest in and to that certain Real Estate Mortgage dated August 9, 1993 executed by William M. Davis and Lynne J. Davis, his wife

to Midwest Capital Mortgage Corporation, covering land described as follows:
LOT 29 IN BLOCK 2 IN ELK GROVE VILLAGE SECTION 19, BEING A SUBDIVISION IN SECTION 36, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF, RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON AUGUST 6, 1973 AS DOCUMENT NUMBER 22426693.

PERMANENT INDEX NUMBER: 07-36-412-023

93659942

Commonly known as: 1386 Mitchell Trail, Elk Grove Village, IL 60007

P.I.N. :

Together with the note or notes therein described or referred to, without recourse, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Real Estate Mortgage.

This assignment is intended to be recorded immediately following the recordation of the aforementioned Real Estate Mortgage.

Executed to be effective as of August 9, 1993

DEPT-01 RECORDING \$23.50
T#1111 TRAN 1338 08/19/93 14:04:00
#0532 # 93-65994
COOK COUNTY RECORDER

Midwest Capital Mortgage Corporation

By:

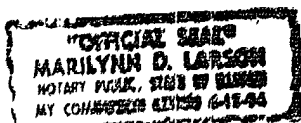
Kenneth Jeffus

True & Lawful Attorney-In-Fact

DEPT-01 RECORDING \$10.00
T#1111 TRAN 1338 08/19/93 14:07:00
#0543 # 93-65994
COOK COUNTY RECORDER

STATE OF ILLINOIS)
)
COUNTY OF Will)

The foregoing instrument was acknowledged before me this August 9, 1993 by Kenneth Jeffus, True & Lawful Attorney-In-Fact of Midwest Capital Mortgage Corporation corporation on behalf of the said corporation



Marilyn D. Larson
Notary Public

After Recording Mail to:
Express America Mortgage Corporation
Attn: Document Control
P.O. Box 60610
Phoenix, AZ 85082-0610

13750
BMR

93659943

012/210
P34210

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WHEN RECORDED MAIL TO:
EXPRESS AMERICA MORTGAGE CORPORATION
9060 East Via Linda Street
Scottsdale, Arizona 85258-6418

Ln. No. 7020116 RE: DAVIS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL LIMITED IRREVOCABLE POWER OF ATTORNEY

Know that Midwest Capital Mortgage Corp., a (corporation/partnership/sole proprietorship) with its principal offices at 949c N. Plum Grove Rd. Schaumburg, IL ("Principal"), does hereby make, constitute and appoint EXPRESS AMERICA MORTGAGE CORPORATION, an Arizona corporation with offices at 9060 E. Via Linda Street, Scottsdale, AZ 85258 ("EXPRESS AMERICA"), for Principal's benefit and in Principal's name, place and stead, Principal's true and lawful attorney-in-fact:

To execute, endorse, assign and deliver to EXPRESS AMERICA (1) the promissory note (hereinafter the "Promissory Note") made payable to the order of Principal, relating to the property at 1386 MITCHELL TRAIL, ELK GROVE VILLAGE, IL, 60007 that is now or is hereafter in the possession of EXPRESS AMERICA as contemplated by the Loan Brokerage Agreement dated 2-19, 1993, and the supplement to Loan Brokerage Agreement dated 2-19, 1993 (collectively, the "Loan Brokerage Agreement") both of which are currently in effect between Principal and EXPRESS AMERICA, (2) any beneficial or mortgagee's interest, or assignment thereof, and any and all other rights and interests, under all mortgages, deeds of trust, security agreements and other instruments evidencing, making or granting security for the Promissory Note ("Mortgage Rights") and (3) all other documents evidencing, memorializing or otherwise relating to payee's obligee's or mortgagee's interest in the loan evidenced by the Promissory Note ("Documents").

Principal hereby grants to EXPRESS AMERICA full authority to act in any manner both proper and necessary to exercise the foregoing powers as fully as Principal might or could do and perform by itself. EXPRESS AMERICA agrees that it shall exercise the power granted it hereunder only through an officer of EXPRESS AMERICA.

Principal and EXPRESS AMERICA hereby acknowledge and agree that EXPRESS AMERICA has an interest in the subject matter of the power granted herein, in that the loan evidenced by the Promissory Note (and the related Mortgage Rights and Documents) were, as contemplated by the Loan Brokerage Agreement, originated and closed in the name of Principal with Principal being denominated the original payee on the Promissory Note and the original beneficiary or mortgagee on the deed of trust or mortgage securing payment of the Promissory Note, and immediately upon and concurrently with the closing of the loan, Principal and EXPRESS AMERICA do hereby agree that EXPRESS AMERICA is hereby vested irrevocably with the power granted herein and that Principal does hereby forever renounce all right to revoke this Special Limited Irrevocable Power of Attorney or any of the powers conferred upon EXPRESS AMERICA hereby or to appoint any other person to execute the said power and Principal also renounces all right to do any of the acts which EXPRESS AMERICA is authorized to perform by this power.

If prior to the exercise of the power hereby conferred upon EXPRESS AMERICA, Principal shall have become bankrupt, dissolved, liquidated, disabled, incapacitated, or have died, and EXPRESS AMERICA shall have thereafter exercised such power, Principal hereby declares any such acts performed by EXPRESS AMERICA pursuant to this power binding and effective in the same manner that they would have been had such bankruptcy, dissolution, liquidation, disability, incapacity or death of Principal not have occurred.

Executed on JUNE 28, 1993, at SCHAUMBURG, IL.

PRINCIPAL: Midwest Capital Mortgage Corp.

By: LARRY P. LEWIS

Its: PRESIDENT

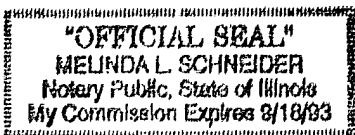
State of Illinois ss:
County of LAKE

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Corporations

The foregoing instrument was acknowledged before me this 28TH day of JUNE, 1993, by MELINDA L. SCHNEIDER of MIDWEST CAPITAL MORTGAGE, an ILLINOIS corporation, on behalf of the corporation.

Melinda L. Schneider



My commission expires: 9/18/93