

# UNOFFICIAL COPY

(3)

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

93783718

Reference Number:  
Loan Number: 7020198

### ASSIGNMENT OF REAL ESTATE MORTGAGE

STATE OF ILLINOIS )  
                                  )  
COUNTY OF McHenry )

DEPT-01 RECORDING \$23.50  
T#1111 TRAN 9484 09/30/93 10:03:00  
#2037 # 93-783718  
COOK COUNTY RECORDER

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 19, 1993 executed by John W. Scully and Sharon M. Scully, his wife

93783717

to Midwest Capital Mortgage Corporation, covering land described as follows:  
LOT 5 IN SPRINGDALE ESTATES, A SUBDIVISION OF PART OF LOT 2 OF THE SOUTHWEST QUARTER OF SECTION 6, AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 45 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 20, 1979 AS DOCUMENT NO. 760630, IN MCHENRY COUNTY.

PERMANENT INDEX NUMBER: 10-07-176-025  
Commonly known as: 4616 Hickory Way, McHenry, IL 60050

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 19, 1993

Midwest Capital Mortgage Corporation

By: Kenneth Jeffus

Kenneth Jeffus

True & Lawful Attorney-In-Fact

STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this August 19, 1993 by Kenneth Jeffus, True & Lawful Attorney-In-Fact of Midwest Capital Mortgage Corporation corporation on behalf of the said corporation

" OFFICIAL SEAL "  
KATHLEEN FITZMAURICE  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 11/9/96

Kathleen Fitzmaurice  
Notary Public

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

2350  
[Signature]

93783718

1500

230427

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81708701

Property of Cook County Clerk's Office

71712788

81708701

93783718

NOT A VALID ID  
KATHLEEN BURNETT  
KATHLEEN BURNETT  
KATHLEEN BURNETT  
KATHLEEN BURNETT

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RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:  
EXPRESS AMERICA MORTGAGE CORPORATION  
9060 East Via Linda Street  
Scottsdale, Arizona 85258-6416

In. No. 7020198 RE: SCULLY

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL LIMITED IRREVOCABLE POWER OF ATTORNEY

Know that Midwest Capital Mortgage Corp.

(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, enforce, 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 4416 Hickory Way, Peottery, IL 60050 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

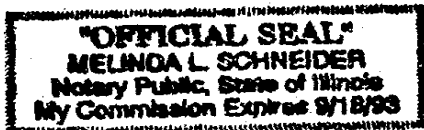
State of Illinois      SS:  
County of LAKE

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



# UNOFFICIAL COPY

THE CLERK OF THE COURT  
CLERK OF THE CIRCUIT COURT OF COOK COUNTY  
100 N. LAUREL STREET  
CHICAGO, ILLINOIS 60602

IN SENATE AND ASSEMBLY  
JANUARY 10, 1907

Property of Cook County Clerk's Office

93783718

MY COMMISSION EXPIRES 2/28/08  
NOTARY PUBLIC STATE OF ILLINOIS  
HELEN J. SCHNEIDER  
"OFFICIAL SEAL"