#### 939/5503

#### ASSIGNMENT OF MORTGAGE

This Assignment of Mortgage ("Assignment") is made as of the 8th day of January, 1993 between Diamond Mortgage Corporation of Illinois (sometimes doing business as Diamond Financial Services, Inc.), as successor in interest to Commerce Mortgage Corporation d/b/a Tracy Mortgage Corporation, ("Assignor") and First National Acceptance Company ("Assignee").

- A. Assignor is a debtor in <u>In re. Diamond Mortgage</u> <u>Corporation of Illinois and A.J. Obje & Associates. Inc.</u>, ("In <u>re. Diamond</u>") case nos. 86 B 13066 and 86 B 13067, United States Division (the "Bankruptcy Court").
- B. Pursuant to the terms of the Order of Confirmation (the "Confirmation Order") confirming the terms of the Fourth Amendad Plan of Reorganization entered on July 29, 1988, in In re Diamoni notwithstanding anything to the contrary in the public records or elsewhere, Assignor holds as mortgagee one hundred percent (100%) of the right, title and interest a) in that certain mortgage ("Mortgage") dated the 30 day of April, 1986, made by Lewis O. Haynes and Doris Haynes, His Wife in Joint Tenancy ("Mortgagor"), in the amount of \$33,500.00, which Mortgage was filed for record in the Office of Recorder of Deeds of Cook County, in the State of Illinois, as document number 86198547; and b) in that certain rote ("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 Sala of Mortgage Loans ("Purchase Agreement") entered into by Assignor and Assignee and approved by an Order and Notice Regarding Sale of Mortgage Notes ("Order of Sala") entered by the Bankruptcy Court in In re. Diamond, the Assignor has the right to sell and assign the Mortgage and Note.
- D. Pursuant to the Confirmation Order, the 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. 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. 92163961.
- E. Assignor desires 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.

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Property of County Clerk's Office

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

- 1. Assignor hereby assigns, without recourse, warranty or representation, except 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.
- and assumes the obligations of mortgages under the Mortgage and Note, and any other instrument securing the Note, if any.
- 3. Assignor further covenants with Assignee 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 WIEFEOF, the Assignor and Assignee have caused this document to be executed by the undersigned as of this 8th day of January, 1093.

Diamond Mortgage Corporation of Illinois

Rv:

Its: VIII Mond

First Nacional Acceptance

Company

By:

ts: Associt Vice 1

DOT21219.000-258/rks

Soberty of County Clark's Office

STATE OF ILLINOIS

COUNTY OF COOK

for said County, in the State aforesaid, do hereby certify that 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 8th day of January, 1993.

Notary Public

MY COMMISSION EXPIRES:

COME COMMENSATIONS

LORA NE CARMEN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION CY TRES 6/20/95

ATTN:

THIS DOCUMENT WAS PREPARED BY DIAMOND MORTCAGE CORPORATION OF ILLINOIS C/O DEVELOPMENT SPECIALISTS, INC., THREE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS. RECORDED DOCUMENTS SHOULD BE DIRECTED TO FIRST NATIONAL ACCEPTANCE COMPANY LOCATED AT 241 E. SAGINAW, SUITE 500,

P.O. BOX 4010, EAST LANSING, MI. 48626.

COOK COUNTY RECORDING

48924 \*\*-93-045505

1564666 TRAN 3885 01/19/93 14:31:30

DEPT-01 RECORDING

\$31.5

STATE OF ILLINOIS

gs.

COUNTY OF COOK

I, FORAING (ARMEN), a Notary Public in and for said County, in the State aforesaid, do hereby certify that State M. KAMINEE , 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 8th day of January, 1993.

Notary Public

MY COMMISSION EXPIRES:

"CFFICIAL SEAL"
LORATHE CARMEN
NOTARY HUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/20/95

THIS DOCUMENT WAS PREPARED BY DIAMOND MONTGAGE 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

45503

Proberty of Cook County Clerk's Office

#### ALLONGE

The undersigned hereby assigns to First National Acceptance Company, a Michigan corporation, all right, title and interest in and to the Note attached hereto dated April 30, 1986, made by Lewis O. Haynes and Doris Haynes, His Wife in Joint Tenancy (Borrower) in the original principal amount of \$33,500.00, without recourse or warranty of any kind, except as specifically provided in that certain Agreement for Purchase and Sale of Mortgage Loans (Servicing Release), dated as of January Nation of Control of C 8, 1993, by and between Diamond Mortgage Corporation of Illinois and First National Acceptance Company.

DIAMOND MORTGAGE CORPORATION OF

DDT21219.DOC-258/rks

Property of Cook County Clerk's Office

VANESEA L. TOMISERIO DIAMOND MONTGAGE CORPORATION OF ILLINOIS 8420 West Bryn Mawr Avenue 60631

Chicago, Illinois 12631-86 INVESTORS

86198547

DEPT-01 RECORDING TH3338 TRAN 4519 65/19/86 14:28:91 1770年 年六 并一日本一工学日四八个

#### MORTGÅGE

THIS MORTGAGE ("Security Instrument") is given on

APRIL 30, 1986

The mortgager is LEWIS O. HANNES and DORLE HAVINES, HIS WIFE IN JOINT TENANCY

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

Diamond Mortgage Corporation of Illinois which is organized and existing under the laws of

the state of Illinois

, and whose address is

8420 West Bryn Mawr Avenue, Suibn-825, Chicago, Illinois 60631 Borrower owes Lender the principal sum of

("Lender").

THIRTY THERE THOUSAND FIVE FURNISH and 00/100

Dollars (11.5.5 33,500.00

). This debt is evidenced by Borrower's note

date. W. s. ne date as this Security Instrument ("Note"), which provides for manthly payments, with the full debt, if not paid earlier, due and payable on May 1, 2001. This Security Instrument secures to Leader: (a) the repayment of this debt evidenced by the Note, with interest, and all renewals, extensions and modifications, (b) the payment of all other jums, with interest, advanced under paragraph To protect the security of this Security Instrume it and (c) the performance of Eurower's covenants and agreements under this Security Instrument and the Note. For this pur on. Borrower does hereby mortgage, grant and convey to Lender the following baseribed property

located in

19

County Illinois:

THE NORTH 11 FEET OF LOT 187 AND LOT 188 (EXCEPT THE NORTH 2.5 FRET THEREOF) IN COCHRATIVII SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 (F TPE NOITH EAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE (4. PAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLIAN IS, COMMONLY KNOWN AS; 8131 SOUTH CRANDON, CHICAGO, LOWINGOLS 60617. FERMANENT PARCEL NUMBER 20-36-222-010. -

TITURN TO BOX 43

which has the address of

8131 SCOTH CRANDON

Illinois 60617

("Property Address");

TOGETHER WITH all the improvements now or hereafter excited 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 iswillly 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 desent generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

CLL'NOIS\_Single Family\_FHMA/FHLMC UNIFORM INSTRUMENT

Form: 3014 12/83

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