KNOW ALL MEN BY THESE PRESENTS:

THAT on this

ISTH

MAY, 1992

UNITED SAVINGE ASSN. OF TEXAS FSB

of business at 3200 Southwest Freeway, Houston, Texas 77027.

having its principal office and place

party of the first part, for good and valuable consideration heretofore part or to be paid by

MERRILL LYNCH CREDIT CORPORATION

7751 BELFORT PKWY

, party of the second part at or before the ensealing and JACKSONVILLE, FL 32256 delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto the said party of the second successors and assigns, a certain Indenture of Mortgage bearing date the APRIL, ONE THOUSAND NINE HUNDRED NINETY TWO part, its

day of

office of the County of

day of

made by MICHAEL L. LEPINSKE AND JOYCE A. LEPINSKE, HUSBAND AND WIFE

TO: LATING SAVINGS ASSN OF TEXAS FSB on lands in ac CITY OF ELGIN, COUNTY OF COOK, STATE OF ILLINOIS

SEVENTY FIVE THOUSAND SEVEN HUNDRED TWENTY TWO AND OO/IOC to secure the payme it of the sum of 923353A3 which mortgage is recorded 5-15-92

in the Mortgages, pages

Re no 3-8-93 DOC 93172803

Known as

1603 KENNETH CIRCLE, ELGIN, IL 60120

06-07-402-214

TOGETHER with the bond or obligation therein described, and the money due and to grow due thereon, with interest. TO HAVE AND TO HOLD, the same unto the said party of the second part, its successors or assigns forever, provided however, that the conveyance herein shall be effective only upon the payment in full by the Assignee of the full consideration for this ransfer, and until such payment in full the Assignor shall retain full ownership rights in the Note or Bond and Morigage, and

SEE ATTACHED LEGAL DESCRIPTION

subject only to the provision in the said indenture of Mortgage mentioned: AND the party of the first part does hereby make, constitute, and appoint the said party of the second part its true and avoid attorney, irrevocable, in its name, or ptherwise, but at the proper costs and charges of the party of the second part, o have, use and take all lawful ways and means for the recovery of all the said money and interest; and in case of payment to discharge the same as fully as it highly or could do if these presents were not made; the party of the first part does I ereby covenant, promise and agree, to and with the said party of the second part, that there is now due and owing upon the said Bond and Mortgage the sum of (5 75,722.00

SEVENTY FIVE THOUSAND SEVEN HUNDRED TWENTY TWO AND UP 193391541 principal and interest thereon to be computed at the rate of 9.5 per cent per sunum from the day of IST MAY. 1992

IN VITNESS WITTREOF, the said party of the first part hath caused its corporate Seal to be hereto affixed and attested by its ASSESTACT: SECRETARY and these presents to be signed by its Vice President, this ASST. day

A lest

UNITED SAMINGS ASSN. OF TEXAS ASS

ANDRIA POLLEY! SECRETARY

PARBARA ROBERTS ASST. VICE PRESTUENT

RENITES MAIIL

repared by:

DEFT-81 RECORDING

425.00

oſ

THE888 TRAN 7594 05/24/93 09:30:00 *--93-391541 #2148 #

COOK COUNTY RECORDER

-2ASS1AST#1-0

ELECTRONIC LASER FORMS, INC. - (3:3)283-8:00 - (800)327-0545

TEXAS	QE.	BIV	TS
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(90-19) TEASSEAS.

COUNTY OF HARRIES

oh r' ATTN: INVESTOR CERTIFICATION HOUSTON, TEXAS 77252-9831 P.O. BOX 2327 Return to: bs8c Assignments of Mortgages for said County, on and recorded in Book 10 o'clock, in the 115 , uoou "d'Y της ζοπιάλ οξ uo Received in the To soffice DATED CANALLY CANALLY CONTROL OF THE CONTR Seei at YRAUNAU MINTO L. THISTAM AND LANGE State of TATA OT egagament of Mortgaga MADRIA POLLEY, TWATZIZZA YAATARY the date aforesaid. SWELL NUISITH 18 Sworn to and subscribed before me, in presence of deponent, who thereupon subscribed her name thereto as wimess. as and for her voluntary act and deed and as and for the voluntary act and deed of said VICE RESIDENT corporate seal and was thereto effixed, and said Assignment signed and delivered by said and the seal affixed to said Assignment is such 823 deponent well knows the corporate seal of said authorized by a proper resolution of the board of directors of the said ieni ; **85**3 that the execution as well as the making of this assignment, has been duly Vice President of said Y22T. VICE PRESIDENT **ВАКВАКА КОВЕКТ**S ərb zi BE IT REMEMBERED, that on this Lord OLE THILEMO MIRE HURED AND MINERY TWO , before me, the subscriber, a Motary Public of , personally appeared . ANDRIA POLLEY who, being by me duly sworm on her oath, doth depose and make proof to my satisfaction, that she is the ASSISTANT SECRETARY OF TEXASCRES the Assignor named in the within Assignment; that is the ASSISTANT SECRETARY SWOTH OF TEXASCRES THE ASSIGNMENT OF TEXASCRES THE ASSIGNMENT; that BE IT REMEMBERED, that on this Lord ONE THIEND MINE HINESD AND MINELY TWO Lord in the year of Our day of

UNOFFICIAL COPY

EXHIBIT A

PARCEL 1: LOT 1603 IN BLOCK 1600 IN KENINGTON SQUARE FOURTH ADDITION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 15, 1986 AS DOCUMENT NUMBER 8G-294465.

PARCEL 2: EASIMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS DOCUMENT NUMBER 25442191 MODIFIED BY INSTRUMENTS RECORDED AS DOCUMENT NUMBERS 26573744, 27281858, AND 87-007718 AND AS AMENDED FROM TIME TO TIME.

SUBJECT TO:

- (A) GENERAL REAL ESTATE TAXES NOT YET DUE AND PAYABLE AT THE TIME OF CLOSING INCLUDING TAXES WHICH MAY ACRUE BY REASON OF NEW OR ADDITIONAL IMPROVEMENTS DURING THE YEAR OF CLOSING!
- (B) BUILDING, BUILDING LINE AND USE OR OCCUPANCY RESTRICTIONS, CONDITIONS AND COVENANTS OF RECORD;
- (C) THE TERM!, PROVISIONS, COVENANTS AND CONDITIONS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF KENINGTON SQUARE, INCLUDING ALL AMENDMENTS AND EXHIBITS THERETO;
- (D) PRIVATE, PUBLIC AND UTILITY EASEMENTS, INCLUDING BUT NOT LIMITED TO ANY EASEMENTS ESTABLISHED BY OR IMPLIED FROM THE DECLARATION OR AMENDMENTS THERETO, IF ANY:
- (E) PARTY WALL RIGHTS AND AGREEMENTS, IF ANY;
- (F) RIGHTS OF THE PUBLIC, STATE OF ILLINOIS, AND THE HUNICIPALITY IN AND TO THAT PART OF THE LAND TAKEN OR USED FOR ROADS, STREETS OR HIGHWAYS;
- (G) TERMS AND PROVISIONS OF THE PRE-AMBRATION AGREEMENT ATTACHED AND MADE A PART OF THE PETITION FOR ANNEXATION RECORDED AS DOCUMENT 24150071;
- (H) SPECIAL TAXES OR ASSESSMENTS FOR IMPROVEMENTS NOT YET COMPLETED:
- (I) ANY UNCONFIRMED EPECIAL TAXES OR ASSESSMENTS:
- (J) INSTALLMENTS NOT YET DUE AT THE DATE HEREOF OF THY SPECIAL TAX OR ASSESSMENT FOR IMPROVEMENTS HERETOFORE COMPLETED; AND
- (K) ACTS DONE OR SUFFERED BY OR JUDGMENTS AGAINST PURCHASER, OR ANYONE CLAIMING UNDER FURCHASER.

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