

PREPARED BY Paul Bennett  
LESLIE BENNETT

94449144

**UNOFFICIAL COPY**

CONTIMORTGAGE CORPORATION  
CEDAR CREEK CORPORATE CENTER  
149 WITMER ROAD  
HORSHAM, PA. 19044

LOAN NUMBER 626317

212

Assignment of Mortgage without Covenant - Individual or Corporation (Single Sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

626317

**KNOW THAT**

CONTIMORTGAGE CORPORATION  
CEDAR CREEK CORPORATE CENTER  
149 WITMER ROAD  
HORSHAM, PA 19044

DEPT-01 RECORDING \$25.50  
70012 TRAN 1386 05/19/94 10:21:00  
0001 BK 74-445144  
COOK COUNTY RECORDER

In consideration of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION, assignor  
dollars,

paid by CHEMICAL BANK, AS TRUSTEE OF CONTI MORTGAGE HOME EQUITY LOAN TRUST 1993-3 UNDER THE POOLING AND SERVICING AGREEMENT DATED SEPTEMBER 29, 1993  
55 WATER STREET NEW YORK, NY 10041 assignee,

hereby assigns unto assignee,

Mortgage dated the 24 day of JUNE, 19 93, made by ERIC W FERBA ELAINE FERBA

to FIRST UNION HOME EQUITY CORPORATION in the principal sum of \$ 14,700.00 and recorded on the 30TH day of JUNE, 19 93 in (Liber ~~123456789~~) ~~1056789~~ of Mortgages, page in the office of the RECORDER OF DEEDS of the COUNTY OF COOK MARKHAM

Said mortgage was assigned to ContiMortgage Corporation by assignment dated 6-30-93 and recorded 11-2-93 in Book 93503 page 560

LOCATED AT:  
3139 NOTTINGHAM AVENUE  
MARKHAM, IL 60426

PIN# 28-24-103 005

See attached legal description

94449144

TOGETHER with the bond or note or obligation described in said mortgage, and the moneys due and to grow due thereon with the Interest; TO HAVE AND TO HOLD the same unto the assignee and to the successors, legal representatives and assigns of the assignee forever.

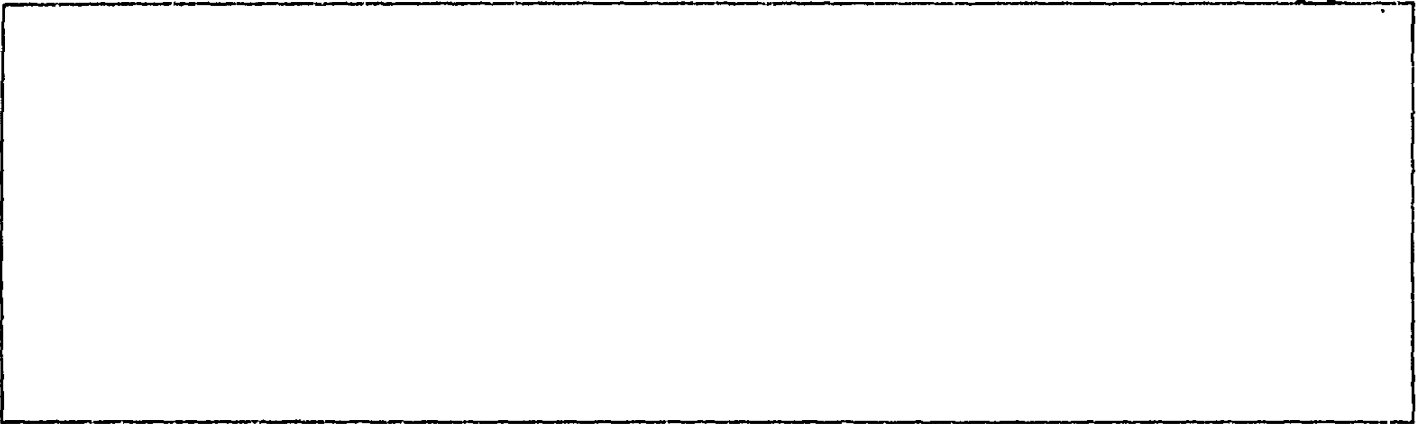
The word "assignor" or "assignee" shall be construed as if it read "assignors" or "assignees" whenever the sense of this instrument so requires.

IN WITNESS WHEREOF, the assignor has duly executed this assignment the 29TH day of SEPTEMBER, 19 93

IN PRESENCE OF:

Douglas R. Kemp  
Douglas R. Kemp

CONTIMORTGAGE CORPORATION  
By Mitchell L. Heffernan  
MITCHELL L. HEFFERNAN  
PRESIDENT  
2550/cm



CHEMICAL BANK, AS TRUSTEE OF CONTI  
MORTGAGE HOME EQUITY LOAN TRUST 1993-3  
UNDER THE POOLING AND SERVICING  
AGREEMENT DATED SEPTEMBER 29, 1993  
55 WATER STREET  
NEW YORK, NY 10041

CONTIMORTGAGE CORPORATION  
CEDAR CREEK CORPORATE CENTER  
149 WITMER ROAD  
HORSHAM, PA 19044

Recorded At Request of The Title Guaratee Company

RETURN BY MAIL TO:

CONTIMORTGAGE CORPORATION  
To

TITLE NO. \_\_\_\_\_  
ASSIGNMENT OF MORTGAGE  
WITHOUT COVENANT

SECTION \_\_\_\_\_  
BLOCK \_\_\_\_\_  
LOT \_\_\_\_\_  
COUNTY OR TOWN \_\_\_\_\_



NOTARIAL SEAL  
SUSANNE L. MURPHY, Notary Public  
Horsham, Montgomery County  
My Commission Expires Nov 25, 1998

44164446

*[Handwritten Signature]*  
NOTARY

the corporation described in and which executed the foregoing  
instrument that he knows the seal of said corporation; that the  
seal affixed to said instrument is such corporate seal; that it  
was so affixed by order of the board of directors of said corporation and  
that HE signed HIS name hereto by like order.

CONTIMORTGAGE CORPORATION  
that HE is the PRESIDENT  
of  
BLUE BELT, PA 19422  
775 MORRIS ROAD  
he resides at  
to be known, who, being by me duly sworn, did depose and say that

STATE OF PA COUNTY OF MONTGOMERY ss:  
On the 29TH day of SEPT. 19 93, before me  
personally came  
MICHAEL L. HEFFERNAN

to me known to be the individual described in and who  
executed the foregoing instrument, and acknowledged that  
executed the same.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me  
personally came  
ss:

to be the individual described in and who executed the foregoing instrument; that he,  
said subscribing witness, was present and saw  
execute the same; and that he, said witness, at the same time  
subscribed h name as witness thereto.

the subscribing witness to the foregoing instrument, with whom I am  
personally acquainted, who, being by me duly sworn, did depose  
and say that he resides at

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ ss:  
On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me  
personally came

to me known to be the individual described in and who  
executed the foregoing instrument, and acknowledged that  
executed the same.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me  
personally came  
ss:

# UNOFFICIAL COPY

626317

Account No. 148

This instrument was prepared by:

FIRST UNION HOME EQUITY CORP.  
625 PLAINFIELD RD., SUITE 120  
WILLODBROOK, IL 60521  
(Address)



93503580

THIS MORTGAGE is made this 24<sup>TH</sup> day of JUNE, 1993, between the Mortgagor, ERIC W. FERBA & ELAINE FERBA HIS WIFE (herein "Borrower"), whose address is 3139 NOTTINGHAM AVE., MARKHAM, IL 60426 and the Mortgagee, First Union Home Equity Corporation, a corporation organized and existing under the laws of North Carolina, whose address is 128 S. TRYON 5TH FLOOR CHARLOTTE, NC 28202 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 14,700.00, which indebtedness is evidenced by Borrower's note dated JUNE 24, 1993 and extensions, renewals and modifications thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on JULY 1, 2000.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT 5 IN BLOCK 3 IN CANTERBURY GARDENS UNIT NUMBER 1 BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

93503580

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DEPT-61 RECORDING \$27.50  
120009 TRIM 9167 06/30/93 16:39:00  
15917 # 000000000000000000  
COOK COUNTY RECORDER

which has the address of 3139 NOTTINGHAM AVE., MARKHAM, IL 60426  
(Street) (City) (State) (Zip Code)

(herein "Property Address") and Permanent Parcel Number 28-24-103-005;

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Any Rider ("Rider") attached hereto and executed of even date is incorporated herein and the covenant and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

Borrower covenants that Borrower is lawfully seized 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.

2750  
h

22-188-128  
Scale 7/89  
415 N. LaSalle/Markham  
Chicago, IL 60610

UNOFFICIAL COPY

Property of Cook County Clerk's Office