Recording Requested By And When Recorded Mail To:

Beal Mortgage, Inc. 15770 North Dallas Parkway Suite 902, LB58 Dallas, Texas 75248 Attention: Mychelle Work

DEPT-01 RECORDING \$33.00
TH8888 TRAN 3626 05/23/94 14:57:00
#4598 # JB #-94-460417
COOK COUNTY RECORDER

MORTGAGE ASSIGNMENT

SUPERIOR BANK FSB, a federal savings bank ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which are kereby acknowledged, hereby absolutely sells, transfers, assigns, delivers, sets-over and conveys to BEAL MORTGAGE, INC., a Texas corporation ("Assignee"), without recourse or representation or warranty of any kind or nature (except as otherwise set forth in that certain Performing Mortgage Loan Purchase Agreement [the "Purchase Agreement"] dated as of February 17, 1994, between Assignor and Assignee):

The mortgage loan identified on Exhibit A hereto (the "Mortgage Loan"), including the promissory note(s) related thereto together with all amendments, supplements and modifications thereto and all liens, financing statements, guaranties and security interests securing the payment of the Mortgage Loan, including, without limitation, the mortgagee's interest under the mortgage or deed of trust and any other documents recorded in the real property records of the jurisdiction in which such real property, as legally described on Fxhibit C hereto, is located with respect to such Mortgage Loan, as such documents are more particularly described and referenced (collectively the "Mortgage Exhibit B hereto Documents"), and any other documents, dyreements, instruments or property relating to the Mortgage Loan and all right, title, interest, claims, demands, causes of action and judgments securing or relating to the Mortgage Loan (collectively, the "Other Loan Documents and Collateral"), except as otherwise specifically reserved by Assignor under the Purchase Agreement.

TO HAVE AND TO HOLD the Mortgage Loan, Mortgage Documents and the Other Loan Documents and Collateral, together with all and singular the rights and privileges thereunto in any way belonging unto Assignee, its successors and assigns, forever.

Property of Cook County Clerk's Office

ASSIGNOR: SUPERIOR BANK ESB,	
SUPERTOR BANK FER	
a federal sakings bank	
By:	
Name: Ranald S. Symme	•
Title: Samor Vice Plandent	ı
STATE OF TELINOIS) (Alexe) SS	
COUNTY OF COUNTY OF	
T. Though h. MeggiorT a notary public in and f	or
I, Nomes Merriott, a notary public in and f the county in the state aforesaid, do hereby certify the Royald S. Simon, the Senior Dise Plesident: SUPERIOR BANK FSB, a federal savings bank, personally known to	at
CURRETOR RANK FER a formal savings bank narronally known to	of
to be the same person whose name is subscribed to the foregoi	me
instrument as such Senior U. Du siding , appeared before me this d in person and acknowledged that he/she signed and delivered t	aý
in person and acknowledged that he/she signed and delivered t	ne
said instrument as his/her own free and voluntary act and as t free and voluntary act of SUFERIOR BANK FSB, for the uses a	ne
purposes therein set forth.	
and the second s	١
Given under my hand and official seal this 14th day of Marc 1994.	n,
Thouse of Memore	
Notary Public	
My Commission Expires: 6/6/96 OFFICIAL SEAL	
THOMAS L MERRIOTT	
NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JUNE 5, 1996	

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94460417

UNOFFICIAL COPY 7

As of the effective date above written, Assignee hereby accepts the foregoing Mortgage Assignment and hereby agrees to assume and discharge, in accordance with the terms thereof, all of the burdens and obligations of the lender under the Mortgage Loan, including but not limited to those under the Mortgage Documents, the note secured thereby, and all Other Loan Documents and Collateral, which burdens or obligations arise or accrue on or after the effective date above written.

If any action is brought by either party against the other party in connection with this Assignment and Assumption, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. For purposes of this Assignment and Assumption, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto (including in-house counsel), which may include administrative fees, printing, duplicating and other expenses, freight and delivery charges, and fees billed for law clerks and paralegals.

IGES DITION TOT IN ORGANIC WINE PRINCES.
ABSIGNEE:
BEAL MORTGAGE, INC., a Texas
O/corporation /
Tand
3y: //. /. x/a
Natie: W. T. Sourenmena
Its: Vice President
STATE OF TEXAS
) SS:
STATE OF TEXAS SS:
On March 14, 1994, before me, FSHLEIGH MURPHY, a notary public in and for said state, personally appeared
notary public in and for said state, personally appeared
$N = \frac{1}{2} $
BEAL MORTGAGE, INC., a Texas corporation, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within inscrument and
acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the
instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.
person acced, executed the instrument.
WITNESS my hand and official seal
THE STATE OF THE S
INVIVIVIVIVIVIVIVIVIVIVIVIVIVIVIVIVIVIV
ASHLEIGH MURPHY Notary Public
NOTARY PUBLIC State of Texas
Comm. Exp. 02:10:98 My Commission Expires:
NO VIN-AA
100 10 10
(AFFIX SEAL)

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SUBSEQUENT ASSIGNMENT

BEAL MORTGAGE, INC., a Texas corporation, Assignee from Superior Bank FSB, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby absolutely sells, transfers, assigns, delivers, sets-over and conveys to BEAL BANC, S.A., without recourse or represented or warranty of any kind or nature, the Mortgage Loan, the Mortgage Documents, the Other Documents and Collateral (as defined on page 1 of this Mortgage Assignment) conveyed by Superior Bank, FSB to Beal Mortgage, Inc.

TO HAVE AND TO HOLD the Mortgage Loan, Mortgage Documents and the Other Loan Documents and Collateral, together with all and singular the cights and privileges thereunto in any way belonging unto Beal Banc, S.A., its successors and assigns, forever.

DATED March 16, 1994, to be effective March 15, 1994.

BEAL MORTGAGE, INC.

By: //
Its: _/

THE STATE OF TEXAS

COUNTY OF DALLAS

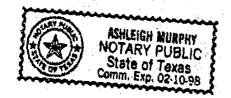
BEFORE ME, the undersigned, a Notar, Public in and for said

County and State, on this day personally appeared (N.1. SUCCOMING), VICE MEDICAL OF BEAL MORTGAGE, INC., known to me to be the person and officer whose name 1: subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this March, 1994.

My Commission Expires:

State of Texas



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EXHIBIT A

Mortgage Loan

That certain loan evidenced by that certain Note dated July 22, 1986 made by Amado Rodriguez and Joann Rodriguez to the order of Midwest Funding Corporation, an Illinois corporation in the original principal amount of \$65,350.00.

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EXHIBIT B

Mortgage Documents

- Mortgage dated July 22, 1986, made by Amado Rodriguez and Joann Rodriguez to Midwest Funding Corporation, an Illinois corporation ("Midwest") and recorded with the Cook County Recorder as Document No. 86312792, on July 24, 1986.
- Assignment of Mortgage made by Midwest to Lyons Mortgage Corp., an Illinois corporation ("Lyons") and recorded with the Cour County Recorder as Document No. 86312793 on July 24, 1986.
- Servicing Agreement with Chase Home Mortgage, as disclosed on Schedule's to the Purchase Agreement.

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EXHIBIT C

Legal Description

LOT 11 IN BLOCK 1 IN LYNDALE GARDENS, BEING A SUBDIVISION OF THE NORTH 20 ACRES OF THE SOUTH 40 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 COOK C.

COO NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN

PABANKIPMBIPOOLI\007.1

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