94460419 9 4 4 1 0 4 1 9

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

COOK COUNTY RECORDER

\$33.00

TH8888 TRAN 3626 05/23/74 14:58:00

M600 # JE 16-94-460419

MORTGAGE ASSIGNMENT

SUPLPTOR BANK FSB, a federal savings bank ("Assignor"), 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 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 Doan, 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 Exhibit 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, agreements, 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.

33 Em

Property of Coot County Clerk's Office

DATED March 14, 1994, to be effective March 15, 1994.

ASSIGNOR:

a federal savinga bank

By:
Name: Ronald S. Simon
Title: Semon U. C. President

STATE OF ILLINOIS)

0, lage) SS

COUNTY OF TAKE

I, homes ... Mercott, a notary public in and for the county in the state aforesaid, do hereby certify that Novald Simon, the Semon Use Mesidant of SUPERIOR BANK FSB, a federal savings bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Live live hereby, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of SUPERIOR BANK FSB, for the uses and purposes therein set forth.

Given under my hand and official seal this 7 day of March, 1994.

Notary Public

My Commission Expires:

OFFICIAL SEAL
THOMAS L MERRIOTT
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUNE 5,1998

Property of Cook County Clerk's Office

34460419

UNOFFICIAL COPY

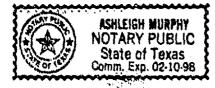
As of the effective date above written, Assignee hereby accepts the foregoing Mortgage Assignment and hereby agrees to assume and discharge, in accordance with the terms thereof, all of the burdens and obligations of the lender under the Mortgage Loan, including but not limited to those under the Mortgage 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.

ABSIGNEE:

BEAL MORTGAGE, INC., a Texas
corporation
W. W. Ja
Name: W.T. Saurenmann
Name : Spreamkan
Its: Via Preside 1
STATE OF TEXAS
) SS:
STATE OF TEXAS SS:
On March 14, 1994, before me, ASHLEIGH PINERHY, a
notary public in and for said state, personally appeared
W. T. SAURENMANN, the VICE PRESIDENT O
BEAL MORTGAGE, INC., a Texas corporation, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the
Of proved to me on the pasts of satisfactory eviation, and mont and
person whose name is subscribed to the within instrument 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.

WITNESS my hand and official



My Commission Expires:

(AFFIX SEAL)

Property of Cook County Clark's Office

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 MAVE 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 Beal Band S.A., its successors and assigns, forever.

, 1994, to be effective March DATED March

BEAL MORTGAGE, INC.

C0040

THE STATE OF TEXAS

COUNTY OF DALLAS

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

County and State, on this day personally appeared of BEAL MORTGAGE, INC., known to me to be the person and officer whose name is 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:

the

ASHLEIGH MURPHY NOTARY PUBLIC State of Texas Comm. Exp. 02-10-98

Property of County Clerk's Office

EXHIBIT A

Mortgage Loan

That certain loan evidenced by that certain Note dated December 16, 1986, made by Ernestine Tyler to the order of Midwest Funding Corporation, an Illinois corporation in the original principal amount of \$43,800. Droperty of Coot County Clerk's Office

Property of County Clerk's Office

EXHIBIT B

Mortgage Documents

- Mortgage dated December 16, 1986, made by Ernestine Tyler to Midwest Funding Corporation, an Illinois corporation ("Midwest") and recorded with the Cook County Recorder as Document No. 86607292, on December 18, 1986.
- Assignment of Mortgage made by Midwest to Lyons Mortgage ment with the Purchase

 Orcook

 County County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County

 County Corp., an Illinois corporation ("Lyons") and recorded with the Cool County Recorder as Document No. 86607293 on December 18, 1980
- Servicing Agreement with Chase Home Mortgage, as disclosed on Schedule to the Purchase Agreement.

Property of Cook County Clerk's Office

EXHIBIT C

Legal Description

PARCEL 1: THE EAST 15.70 FEET OF THE WEST 85.00 FEET BEING OF: LOTS 20 AND 21 IN BLOCK 2 IN SHEILETON BROTHERS' RESUBDIVISION OF PAYNE'S SUBDIVISION (EXCEPT LOTS 18 AND 19 AND 20) OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, NANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR INCRESS AND EGRESS APPURTENANT TO AND FOR THE USE AND A SI AN COOK COUNTY CLOTH'S OFFICE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 20703801 AND AS CREATED BY DEED DOCUMENT NO. 20760245, IN COCK COUNTY, ILLINOIS.

PABANKIFMBIPOOLIV007.4

Property of Cook County Clerk's Office