

STATE OF Pennsylvania  
COUNTY OF Allegheny

AGREEMENT AND TRANSFER AND ASSIGNMENT

THIS AGREEMENT AND TRANSFER AND ASSIGNMENT, made and entered into this day of June, 1994, by and between FIRST FIDUCIARY, INC., a Nevada corporation, hereinafter called "OWNER" and AVCO FINANCIAL SERVICES OF GEORGIA, INC., a Georgia corporation, hereinafter called "AVCO", whose address is 1080 Holcomb Bridge Road, Building 100, Suite 150, Roswell, Georgia 30076.

WITNESSETH:

WHEREAS, OWNER is the owner and holder or beneficiary of a ( ) Deed to Secure Debt, ( ) Deed of Trust, (x) Mortgage, or ( ) hereinafter referred to as "Mortgage", dated April 8, 1994, and recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, or as Document No. 94496023, Official Records of Cook County, Illinois, securing a promissory note, hereinafter "Note", in the original amount of \$19,888.00, and

WHEREAS, the OWNER wishes to transfer and assign for value said Mortgage and Note to AVCO upon the terms and provisions more specifically set forth herein:

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

1. OWNER'S warranties. The Owner covenants and represents that:

- (a) The Mortgage is good and valid instrument having been prepared and/or recorded by a licensed attorney or an accredited title insurance company in the state or jurisdiction where the mortgaged property is located, and constitutes a valid first mortgage lien against the real (first) (second) property described therein.
- (b) OWNER is vested with a full and absolute title to said Mortgage and Note and has authority to assign and transfer the same which are presently free and clear of all encumbrances.
- (c) The initial principal face amount of the Mortgage and Note has been advanced to the maker(s), obligor(s) or grantor(s), hereinafter "Mortgagor", and there are no defaults existing at the present time under any of the covenants contained in the said Mortgage and Note except the following:
 

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- (d) The Mortgage and Note were not originated or closed in a manner which violated, or now violates, any federal, state, local or other jurisdictional laws, ordinances, regulations or rulings including, without limitation, federal and state truth-in-lending laws and any other consumer protection laws, all federal and state equal credit opportunity laws, any applicable state usury laws, the requirements of the Serviceman's Readjustment Act of 1944, and the National Housing Act.
- (e) There are no undisclosed agreements between the Mortgagor and the OWNER concerning any facts or conditions whether past, present or future which in any way affect the obligations of the Mortgagor to make timely payments thereon.
- (f) OWNER has no knowledge of any valid legal defenses which would adversely affect the collectibility of the Mortgage and Note.
- (g) The Mortgage and Note documents were executed by a person(s) purported to be the Mortgagor(s) and contain no forged or unauthorized signatures, and the parties named therein were of full age and capacity to contract.

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COOK COUNTY, ILLINOIS  
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- (h) The present unpaid principal balance of the Mortgage and Note is \$ 19,729.07, and the next mortgage payment in the amount of \$ 261.41 is due and payable July 8, 19 94.
- (i) The Note and Mortgage and any other documents and instruments of record representing, evidencing or relating thereto are true and correct, undisputed, and reflect full, correct, and accurate information as to the balance and the status thereof, that no credit hereafter has been given for payment made by an employee or agent of OWNER, or has arisen from a renewal granted for the purpose of concealing a delinquency.
- (j) That the Mortgage and Note are free of usury and from any set-off, counterclaim, or defense of any nature whatsoever; that no settlement, payment or compromise has been made with respect to the Mortgage and Note and that no special promise or declaration has been made to the Mortgagee.

BOX 336

2. **Sale, Consideration, Transfer and Assignment.** OWNER hereby sells the said Mortgage and Note to AVCO for the sum of \$10.00 and other good and valuable consideration, total, receipt of which the owner does hereby acknowledge. In consideration thereof, OWNER has endorsed the Note to AVCO, without recourse, and does hereby sell, transfer, assign and convey to AVCO the aforesaid Mortgage, including all rights, powers and options contained therein, the indebtedness secured thereby and the property described therein. OWNER agrees, upon request by AVCO, to execute such other and further instruments, and to obtain from any prior owner, holder or beneficiary of subject mortgage such further instruments, as may be required to place full and complete title to subject mortgage in OWNER.

3. **Indemnification.** OWNER agrees to indemnify and save AVCO harmless from and against any and all loss, damage, liability and expense (including its reasonable attorney's fees and cost of litigation) sustained or incurred by AVCO arising out of, or based upon the inaccuracy or breach of any warranty or representation made by OWNER to AVCO, as contained herein.

4. **Time and binding effect.** Time shall always be of the essence and the provisions herein shall inure to, and be binding upon, the respective heirs, representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, OWNER has executed this instrument by and through its duly authorized officer.

FIRST FIDUCIARY, INC., A NEVEDA CORPORATION

BY: Rebecca A. Fowler  
 (Name) (Title) Rebecca A. Fowler, Vice President  
 (Corporate Seal)

Joan E. Graeser  
 Witness

David E. Walsh  
 Witness

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**Acknowledgement:**

State of Pennsylvania  
 County of Allegheny

On this the 24 day of June, 1994, before me, Joan E. Graeser, the undersigned officer, personally appeared Rebecca A. Fowler who acknowledged ~~himself~~/herself to be the Vice President of First Fiduciary, Inc., a Nevada corporation, and that ~~he~~/she, as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by ~~himself~~/herself as Vice President.

In witness whereof, I hereunto set my hand and official seal.

Joan E. Graeser  
 (Notary Public)

(official seal and expiration stamp)

Notarial Seal  
 Joan E. Graeser, Notary Public  
 Robinson Twp., Allegheny County  
 My Commission Expires June 27, 1996

Member, Pennsylvania Association of Notaries

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Small - Original  
Wm. C. Bailey  
3030 Broadway St.  
Atlanta, Georgia 3025

BOX 333-CT1

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ENCLOSURE



**UNOFFICIAL COPY**  
CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007506347 D1  
STREET ADDRESS: 17026 SHEA  
CITY: HAZELCREST COUNTY: COOK  
TAX NUMBER: 29-30-130-029-0000

**LEGAL DESCRIPTION:**

LOTS 13 AND 14 IN BLOCK 3 IN ORCHARD RIDGE ADDITION TO SOUTH HARVEY, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25 ALSO THE EAST 16 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25 BOTH IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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