

94885420

Recording Requested by:
LENDER SERVICE BUREAU
USB Loan #: 3002438
Platte Loan #: 1071174
GNMA Pool #: 4004
LSB #: USB05 - 664



LENDER SERVICE BUREAU

DEPT-11 123.50
TR0015 TRAN 9871 10/17/94 11:38:00
#7270 *HF* 94-4885420
COOK COUNTY RECORDER

When recorded mail to:
Lender Service Bureau
555 University Avenue Suite 130
Sacramento, CA 95825



ASSIGNMENT OF MORTGAGE/DEED OF TRUST

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned,

US BANCORP MORTGAGE COMPANY

whose address is 501 S.W. Hawthorne Blvd., Portland, OR 97214

(Grantor)

By these presents does convey, grant, bargain, sell, assign, transfer and set over to:

PLATTE VALLEY FUNDING, L.P.

whose address is 601 5th Avenue, Scotts Bluff, NE 69361

(Grantee)

the described Mortgage/Deed of Trust, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon.

Said Mortgage/Deed of Trust is recorded in the State of Illinois, County of Cook

Official Records on: June 7, 1974

Original Mortgagor: Ollie Halbert And Cella Halbert

94885420

Original Loan Amount: \$16600.00

Property Address: 5736 S. Damen Ave., Chicago, Illinois

Property/Tax ID #: 20-18-118-033

Legal Municipality:

Document #: 2756493

Book:

Page:

Said Mortgage was previously assigned and the assignment was recorded on 01/12/85 in Book, Page as Document # 3454418

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed as a sealed instrument by its duly authorized officer.

Date: November 1, 1993

US BANCORP MORTGAGE COMPANY

1200986

Sue Melvin, Vice President

Notary Acknowledgement

STATE of California
County of Sacramento

On November 1, 1993 before me, Carol J. Marquis, a Notary Public personally appeared Sue Melvin proved to me on the basis of satisfactory evidence to be the 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 entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

CAPACITY CLAIMED BY SIGNER:
US BANCORP MORTGAGE COMPANY
Vice President

Carol J. Marquis
Carol J. Marquis, Notary Public



Document Prepared by:
Lender Service Bureau, D. Klein
555 University Avenue, Sacramento, CA 95825
(916) 565-2987

2350
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Colquhoun Deverland Lyder 93262113

UNOFFICIAL COPY
MORTGAGE

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

STATE OF ILLINOIS
PHA FORM NO. 2116M
Rev. October 1972

THIS INDENTURE, Made this 6th day of June, 1974 between

OLLIE HALBERT AND CELIA HALBERT, HIS WIFE, Mortgagor, and
GUILD MORTGAGE COMPANYa corporation organized and existing under the laws of **THE STATE OF CALIFORNIA AND AUTHORIZED TO DO BUSINESS IN ILLINOIS** Mortgagee.

WITNESSETH That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of **SIXTEEN THOUSAND SIX HUNDRED AND NO/100** Dollars (\$ **16,600.00**) payable with interest at the rate of **EIGHT & THREE-QUARTERS** per centum (**8.75** %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in **SAN DIEGO CALIFORNIA**, or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of **ONE HUNDRED FORTY SIX AND 74/100** Dollars (\$ **146.74**) on the first day of **AUGUST**, 1974, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of **JULY**, 1994.

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents **MORTGAGE** and **WARRANT** unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of **COOK** and the State of Illinois, to wit:

LOT 7 IN KELLY BROTHERS' GAGE PARK ADDITION BEING A SUBDIVISION OF LOTS 12 TO 47 INCLUSIVE, AND THE SOUTH 19 FEET OF LOT 48 IN BLOCK 9 IN DEWEY'S SUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

94885420

**THIS INSTRUMENT PREPARED BY J. HERNANDEZ, GUILD MORTGAGE COMPANY
9730 S. WESTERN AVENUE, EVERGREEN PARK, ILLINOIS**

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.