## MOFFICIAL CORY 94000038

Prepared by and when recorded Return to:

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First Mortgage Strategies Group, Inc. 889 Ridgelake Blvd., Suite 200 Memphis, TN 38120

Loan # 8902189037 FIN # 7950

### ASSIGNMENT OF MORTGAGE

This ASSIGNMENT OF MORTGAGE is made and entered into as of the 1st day of February, 1993, from TRANSOHIO SAVINGS BANK, Successor-in-Interest to, or Formerly Known As [whichever the case may be], OMNI MORTGAGE COMPANY, (the Assignor) by and through the Resolution Trust Corporation acting in its capacity as conservator or receiver for the Assignor, to Bankers Trust Company of California, N.A., 3 Park Plaza -- 16th Floor, Irvine, California 92714, as Trustee under that certain Pooling and Servicing Agreement dated as of February 1, 1993, for RTC Mortgage Pass-Through Certificates, Series 1993-3 (the Assignee).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does by these presents hereby grant, bargain, sull, assign, transfer and set over unto the Assignee, its successors, bargain, Bill, assign, transfer and set over unto the Assignee, its successors, transfereds, and assigns forever, all of the rights, title and interest of said Assignor is and to that certain Mortgage dated JULY 25, 1985, executed by CHARLES R. HUTTON, JR. AND MARY LOU HUTTON, HUSBAND AND WIFE, as Mortgagor(s), to OMNI MORTGAGE CONFINY, as Mortgagee, for the principal sum of \$36,000.00, and duly recorded , in Book at Page , as Document/Instrument/PIN No. 85292223, AND RE-RECORDED IN DOCUMENT #85292223, in the Office of the County recorder of CONF County, State of Illinois, and covering property more particularly descripted in EXHIBIT A attached hereto and made a part hereof.

Together with any and all notes and obligations therein described or referred to, the debt respectively secured thereby and all sums of money due and to become due thereon, with interest thereon, and attorney a fees and all other charges.

This Assignment is made without recourse, representation or warranty.

DATED: February 1, 1993

RESOLUTION TRUST CORPORATION, as Conservator Cr Receiver of TRANSOHIO SAVINGS BANK, Juccesscr-in-Interest to, or Formerly Known Ab ! whichever the case may be ], OMNI MORTGAGE COMPANI

By:

L. F.e. d Its Attorney-in-Fact

STATE OF MISSOURI 88.

COUNTY OF JACKSON

On February 1, 1993, before me, the undersigned fictary Public, personally appeared L. Reed, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subtribed 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 on behalf of which the person acted, executed the instrument.

Witness, my hand and, official seal.

14 Notary Signature: Teresa M. Jones My/Commission Expires: April 12, 1996

TÈRESA M. JONES Notary Public - Notary Seal STATE OF MISSOURI Jackson County My Commission Expires: April 12, 1996

> DEPT-01 RECORDING \$23.50 T#8888 TRAM 4934 01/03/94 09:18:00 #9925 # --- 94--00038 COOK COUNTY RECORDER

> > 23.50 35

# **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

10-66. 857 pm

P. I. J. 08-34- 100 -0.35 115 / 25. LL

MORTGAGE

LOAN NO:

471807609

THIS MORTGAGE ("Security Agreement") is given on ...July. 25. mortgugor is Charles R. HUTTON, JR. AND MARY LOU HUTTON HUSBAND AND WEF5292223

. 19..85 The

This Security Instrument is given to OMNI MORTGAGI. COMPANY, which is organized and existing under the laws of the State of Ohio, and whose address is 2001 SPRING ROAD SUITE 105, OAKBROOK, ILLINOIS 60521 Borrower owes Lender the principal sum of U.S. \$ 36,000.00

THIRTY SIX THOUSAND AND NO /100

This debt is evidenced by Horrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments with the full debt, it not paid earlier, due and payable on AUGUST 1, 2015

advanced
r's covenants a.
ortgage, grant and
County, Illinois: This Security Instrument secures to Lender, (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications, (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

PARCEG I:

UNIT 4/8 IN BUILDING 650 AS DELINEATED ON SURVEY OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 (EXCEPT THE SOUTH 34 ACRES INCRESOF) OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERICIAN, DESCRIBED AS 34 ACRES MIEREOF) OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMPUNCING AT THE NORTHMEST CORNER OF THE NORTHMEST 1/4 OF SAID SECTION 24; THENCE EASIWARD ALONG THE NORTH LIVE OF SAID SECTION 24; THENCE MORTH 89 DEGREES 30 MINUTES 00 SECOIDS EAST, A DISTANCE OF 575.58 FEET TO A POINT BEING 757.12 FEET WEST 07 THE NORTHHEAST CORNER OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24; THENCE SOUTH 1 DEGREES 29 MINUTES 20 SECONDS F.ST., A DISTANCE OF 653.01 FEET TO THE POINT OF BEGINNING; THEIRCE SOUTH 1 DEGREES 29 MINUTES 20 SECONDS EAST, A DISTANCE OF 906.59 FEET TO A POINT ON THE NORTHWEST 1/4 OF SECTION 24; THENCE WESTWARD ALONG THE SAID NORTH LINE OF SAID SOUTH 34 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24; THENCE WESTWARD ALONG THE SAID NORTH LINE, SOUTH 89 DEGREES 30 MINUTES 09 SECONDS WEST, A DISTANCE OF 291.55 FEET TO A FOUT BEING 284.23 FEET FACT OF THE WEST LINE OF NORTHWEST 1/4 OF SAID SECTION 24; THENCE NORTH 1 DEGREES 60 SECONDS WEST, A DISTANCE OF 100.02 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 100.02 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 00 SECONDS WEST, A DISTANCE OF 100.02 FEET; THENCE SOUTH 1 DEGREES 25 MINUTES 01 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 1 DEGREES 25 MINUTES 01 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 1 DECREES 25 MINUTES 01 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 1 DECREES 25 MINUTES 01 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 1 DECREES 25 MINUTES 01 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 1 DECREES 25 MINUTES 01 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 1 DECREES 25 MINUTES 01 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 1 DECREES 25 MINUTES 01 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 1 WEST OF 150.00 FEET; THENCE NORTH 1 DECREES 25 MINUTES 01 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 1 WEST 1 WEST THENCE NORTH 1 WEST 1 UNDIVIDED .73 PERCENT INTEREST THAT PART OF THE WEST 1,2

THIS INSTRUMENT IS BEING RE-RECORDED FOR THE PURPOSE OF REPLACING A DEFF TIVE ADJUSTABLE RATE-RIDER.

16:08-24-100-02

be the same more or less, but subject to all legal liighways which has the address of

650 MURRAY LANE UNIT 408, DES PLAINES, ILLINOIS 60016

("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, apportenances, rems, royalties, mineral, oil and gas rights and profus, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS .. Single Family -- FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/52

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