

Prepared by Patricia Kennel  
5th Floor 1880 S. Wacker Dr  
Chicago, IL 60606

**UNOFFICIAL COPY**

11060024

95423521 ASSIGNMENT OF DEED OF TRUST/MORTGAGE

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

95423521

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, First Union Home Equity Corporation, by and through its officer, J. W. Phipps,

VICE PRESIDENT does hereby grant, bargain, sell, convey and assign unto ContiMortgage Corporation, 149 Witmer Road, Horsham, PA 19044, all of its right, title and interest in and to that certain Deed of Trust/Mortgage executed by MARY L. POWELL, 15 W. 105TH PLACE,

CHICAGO, IL, 60628, which original Deed of Trust/Mortgage appears of record in Record Book 97-728373 at page (10) 3/21/99 of the land records in the office of COOK County.

WITNESS THE SIGNATURE, of the undersigned this the 17 day of August, 1994.

ATTEST: FIRST UNION HOME EQUITY CORPORATION

Julie Dillon  
Julie Dillon ASSISTANT SECRETARY

J. W. Phipps  
BY: J. W. Phipps  
ITS: VICE PRESIDENT

STATE OF IL, COUNTY OF COOK

ON THE 17 DAY OF August, 1994

BEFORE ME CAME J. W. Phipps, TO ME KNOWN, WHO BRING BY ME DULY SWORN, DID DEPOSE AND SAY THAT HE/SHE RESIDES AT 128 S. TRYON STREET IN CHARLOTTE, N.C. THAT HE/SHE IS THE VICE PRESIDENT OF FIRST UNION HOME EQUITY CORPORATION THE CORPORATION DESCRIBED IN AND WHICH EXECUTED, THE FOREGOING INSTRUMENT: THAT HE KNOWS THE SEAL OF SAID CORPORATION; THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS SUCH CORPORATE SEAL THAT IT WAS SO AFFIXED BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THAT HE/SHE SIGNED HIS/HER NAME THERETO BY LIKE ORDER,

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, ON THIS THE 17 DAY OF August, 1994.

Joyce A. Wyant  
Joyce A. Wyant Notary Public

My Commission Expires:  
July 5, 1995

95423521

95423521

REC-01 RECORDING 423.50  
L. COOK TRAN 6938 06/30/95 08:48:00  
443:SL \*-95-423521  
COOK COUNTY RECORDER

23.75

# UNOFFICIAL COPY

Account No. 117-425571

This instrument was prepared by:

94728845



FIRST UNION HOME EQUITY  
(Name) 1  
1301 W. 22ND STREET STE 108  
OAK BROOK, IL 60521  
(Address)

## MORTGAGE

1106004  
113

THIS MORTGAGE is made this 10TH day of AUGUST, 1994, between the Mortgagor, MARY L. POWELL, DIVORCED AND NOT SINCE REMARRIED (herein "Borrower"), whose address is 15 W. 104TH PLACE CHICAGO, IL 60628 and the Mortgagee, First Union Home Equity Corporation, a corporation organized and existing under the laws of North Carolina, whose address is CONS. CO. CHARLOTTE, NC 28288 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 10,500.00, which indebtedness is evidenced by Borrower's note dated AUGUST 10, 1994 and extensions, renewals and modifications thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on AUGUST 15, 2009;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

THE EAST 25 FEET OF LOT 28 (EXCEPT THE SOUTH 8 FEET THEREOF CONVEYED TO CITY OF CHICAGO FOR ALLEY) IN LOIS H. STAFFORD'S SUBDIVISION OF LOT 16 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTI

DEPT-01 RECORDING \$27.50  
T#0014 TRAN 2480 08/17/94 11:11:00  
#5983 AR \*-94-728845  
COOK COUNTY RECORDER

which has the address of 15 W. 104TH PLACE CHICAGO, IL 60628  
(Street) (City) (State) (Zip Code)

(herein "Property Address") and Permanent Parcel Number 25-16-209-038;

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Any Rider ("Rider") attached hereto and executed of even date is incorporated herein and the covenant and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

Borrower covenants that Borrower is lawfully seized 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.

2752 CW

FIRST HIGHWEST TITLE SERVICES, INC.

94728815

94728815

95423521