

UNOFFICIAL COPY

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95211959

WHEN RECORDED PLEASE RETURN TO:
MIDAMERICA FEDERAL SAVINGS BANK
1001 S. WASHINGTON ST.
NAPERVILLE, IL 60566

THIS INSTRUMENT PREPARED BY:
KENNETH KORANDA
1001 S WASHINGTON ST.
NAPERVILLE, IL 60566

. DEPT-01 RECORDING \$25.00
. T#0012 TRAN 3316 03/29/95 13:22:00
. #3108 # JM *-95-211959
. COOK COUNTY RECORDER

Property of Cook County Clerk's Office

ASSIGNMENT OF MORTGAGE

2500

This Assignment of Mortgage ("Assignment") by and between MIDAMERICA FEDERAL SAVINGS BANK, a corporation of the United States of America ("Assignee"), having its principal place of business in Clarendon Hills, Illinois and ALLSOURCE MORTGAGE of EVANSTON, ILLINOIS ("Assignor").

NOW, THEREFORE, for value received, the receipt and sufficiency whereof is hereby acknowledged, Assignor does hereby sell, assign, transfer, and set over unto Assignee, the Mortgage dated MARCH 22, 1995 recorded in the office of the Recorder of Deeds in COOK County, Illinois, as document No. , for the property legally described as follows:

95211958

SEE LEGAL DESCRIPTION ATTACHED HERETO

95211959

PIN 13 12 109 021 0000 & 13 12 109 047 0000

Which has the address of: 2842 W RASCHER, CHICAGO, ILLINOIS 60625

(state and zip) (street) (city)
(herein "Property Address");

Together with all of the Assignor's right, title and interest in and to; (a) the Note and other obligations secured thereby and payable in accordance therewith, and (b) the real estate described therein. The Mortgage and instrument(s) secured thereby are delivered herewith to Assignee.

BOX 333-CTI

RAH

RAH

SP 2 06 74 58

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ITD-888 X08

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IN WITNESS WHEREOF, the undersigned, as the original named mortgagee under said Mortgage, has caused this Assignment to be executed this 22nd day of MARCH, 19 95

BY: Catherine J. Hayes
Vice President

ATTEST:

BY: Rud M. Hayes
Secretary

STATE OF ILLINOIS) SS
County of)

I hereby certify that on this 22nd day of MARCH, 19 95 before me, the subscriber, a Notary Public of the State of Illinois, personally appeared Vice President and Secretary of and acknowledged that they signed and delivered said Assignment of Mortgage as their own free and voluntary act of said for the uses and purposes therein set forth.

[Signature]
Notary Public

NOTARY PUBLIC
STATE OF ILLINOIS

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LOT 1300 AND 1301 (EXCEPT WEST 16 FEET THEREOF) IN W. H. BRITIGAN'S
BUDLONG WOODS GOLF CLUB ADDITION #4, BEING A SUBDIVISION OF THAT PART
OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE NORTH
EASTERLY RIGHT OF WAY LINE OF SANITARY DISTRICT OF CHICAGO, EXCEPT THE
NORTH 33 FEET THEREOF TAKEN FOR BRYN MAWR AVENUE, IN COOK COUNTY, ILL-
INOIS.

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AP# 00094556 #59

LN# 00094556 #59

Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may re-close this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

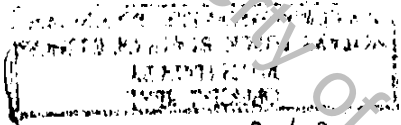
- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> 1--4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

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FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FAMILY/FHLMC UNIFORM INSTRUMENT
PAGE 8 OF 8
ISC/CMD/TTL/10894/3014(0990)-L

This instrument was prepared by: WESTAMERICA MORTGAGE COMPANY
Address: 1 S. 660 MIDWEST ROAD
OAKBROOK TERRACE, IL. 60191



My commission expires: 5-27-96
Notary Public

Given under my hand and official seal, this day of MAY 1995
personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

STEVEN D. MIX
Notary Public in and for said county and state do hereby certify that

County ss:

STATE OF ILLINOIS
COOK
[Space Below This Line For Acknowledgment]

(SEAL) -BORROWER

(SEAL) -BORROWER

(SEAL) -BORROWER

(SEAL) -BORROWER
STEVEN D. MIX

Witnesses:
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

LN# 00994556 #59

AP# 00094556 #59

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Property of County Clerk's Office

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AP# 00094556 #59

LN# 00094556 #59

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 22nd day of March, 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

5055 WEST SUNNYSIDE AVENUE, CHICAGO, IL 60630

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

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(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Steven D. Mix
STEVEN D. MIX

and 2 of this 1-4 Family Rider. BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

Instrument are paid in full. This assignment of Rents of the Property shall terminate when all the sums secured by the Security application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take paragraph. Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take and has not and will not perform any act that would prevent Lender from exercising its rights under this Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7. Property and of collecting the Rents any funds expended by Lender for such purposes shall become If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the inadequacy of the Property as security. the Property and collect the Rents and profits derived from the Property without any showing as to the received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage Lender's agents or a judicially appointed receiver shall be liable to account for only those Rents actually and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Rents constitutes an absolute assignment and not an assignment for additional security only. given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

LN# 00094556 #59

AP# 00094556 #59

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