

UNOFFICIAL COPY

1062645
113214

KNOW THAT CITYSCAPE CORP.
565 TAXTER ROAD
ELMSFORD, NY 10523

, assignor,

In consideration of ONE DOLLAR AND 00/100 (\$1.00) ----- dollars,

paid by
CONTIMORTGAGE CORPORATION
Cedar Creek Corporate Center
149 Witmer Road
Harsham, PA 19044

, assignee.

hereby assigns unto the assignee,

Mortgage dated the 26th day of MAY, 1994, made by VALERIE S. DABSON
to CITYSCAPE CORP.

in the principal sum of \$ 17,500.00 and recorded on the 12 day of July 1994.
in (Liber) (Record Liber) (Rec) of Section (of Mortgages), page in the office
of the Clerk of the County of COOK covering premises

Inst # 94-605261

3111 WEST 172nd STREET
HAZEL CREST, ILLINOIS 60429

TP# 28-26-308-015

"THIS ASSIGNMENT IS NOT SUBJECT TO THE REQUIREMENTS
OF SECTION 275 OF THE REAL PROPERTY LAW BECAUSE IT
IS AN ASSIGNMENT WITHIN THE SECONDARY MORTGAGE MARKET."

TOGETHER with the bond or note or obligation described in said mortgage and the moneys due and
to grow due thereon with the interest; TO HAVE AND TO HOLD the same unto the assignee and to the
successors, legal representatives and assigns of the assignee forever.

DEPT-01 RECORDING \$25.50
140006 TRAN 0417 04/03/95 1403:00
\$1836 \$ DF * - 95 - 222514
COOK COUNTY RECORDER

The word "assignor" or "assignee" shall be construed as if it read "assignors" or "assignees" whenever the
sense of this instrument so requires.

IN WITNESS WHEREOF, the assignor has duly executed this assignment the 26th day of
MAY, 1994.

IN PRESENCE OF:

Samuel W. Tripsas
SAMUEL W. TRIPSAS

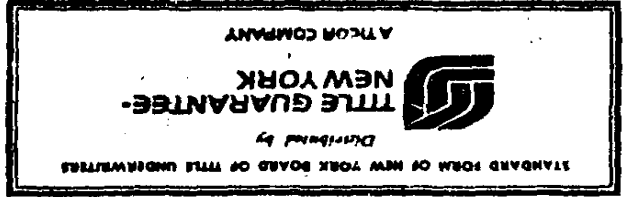
CITYSCAPE CORP.
BY: Robert Grosser
ROBERT GROSSER, PRESIDENT

55222514

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OFFICE OF RECORDING

Zip No.
GENERAL MORTGAGE CORPORATION
500 West 19th Street
Horseshoe Bend, PA 19044



Recorded At Request of The Title Guarantee Company
RETURN BY MAIL TO:

TO

CITYSCAPE CORP.

TITLE No.

Assignment of Mortgage

SONYA E. NEWMAN
Notary Public, State of New York
No. 000923
Qualifying in Westchester County
Commission Expires March 2, 18

NOTARY PUBLIC

Handwritten signature of Sonya E. Newman

to be the individual described in and who executed the foregoing instrument; that he knows 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 signed the same, thereto by like order.

On the 26th day of MAY 19 94, before me personally came ROBERT GROSSER, who, being by me duly sworn, did depose and say that he resides at No. 565 TAYLOR ROAD, ELIZABETH, NEW YORK 10523 that he is the PRESIDENT of CITYSCAPE CORP.

On the day of 19 before me personally came whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. that he knows 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 signed the same, thereto by like order.

On the day of 19 before me personally came ROBERT GROSSER, who, being by me duly sworn, did depose and say that he resides at No. 565 TAYLOR ROAD, ELIZABETH, NEW YORK 10523 that he is the PRESIDENT of CITYSCAPE CORP.

STATE OF NEW YORK, COUNTY OF

STATE OF NEW YORK, COUNTY OF WESTCHESTER

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

On the day of 19 before me personally came

On the day of 19 before me personally came

STATE OF NEW YORK, COUNTY OF

STATE OF NEW YORK, COUNTY OF

59427
COOK # 59
6-9-94
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MORTGAGE
94605361

MORTGAGE TITLE COMPANY

THIS MORTGAGE ("Security Instrument") is given on May 26, 1994. The mortgagor is Valerie S. Dabon, divorced and not since remarried, ("Borrower").

This Security Instrument is given to CITYSCAPE MORTGAGE CORP., which is organized and existing under the laws of New York, and whose address is 565 Taxter Road, Blmsford, N.Y. 10523-2300 ("Lender").

Borrower owes Lender the principal sum of SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100THS (U.S. \$17,500.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 1, 2009.

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 Cook County, Illinois:

LOT 152 IN BILMORE'S POTTAWATOMIE HILLS, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 28-26-308-025
which has the address of 3111 West 172nd Street, Hazel Crest, IL 60429.

DEPT-01 RECORDING \$29.50
T90014 TRAN 2157 07/12/94 10157100
#3776 # AR # -94-605361
COOK COUNTY RECORDER

THIS MORTGAGE IS SUBJECT AND SUBORDINATE TO THE FOLLOWING MORTGAGE:

Mortgage dated January 9, 1987 and recorded January 15, 1987 as Document 87030090, made by Valerie S. Dabon, Divorced, Not Remarried, to Lake Mortgage Company, Inc., to secure a Note in the originally stated principal amount of \$50,300.00, and the terms and conditions thereof. Assignment of Mortgage from Lake Mortgage Company, Inc., to Indiana Mortgage Corporation, recorded November 13, 1987 as Document 87611020. Assignment to NBD Mortgage Company, Box 331755, Detroit, Michigan 48232-7755

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents royalties, mineral, oil and gas rights and profits, 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 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 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 by national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges or other amounts due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items". Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

The Borrower shall furnish the Lender with a paid tax bill within thirty (30) days from the date said taxes are due and payable. If the Borrower fails to do so, the entire indebtedness secured hereby shall become fully due and payable.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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