

CONSULT YOUR ATTORNEY BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ON

UNOFFICIAL COPY

KNOW THAT 95362960
CITYSCAPE CORP.
565 TAXTER ROAD
ELMSFORD, NY 10523

Prepared by
Patricia A. Kennedy
PATRICIA KENNEDY
500 Enterprise Rd
Horsham, PA
999649
JK

, assignor,

DEPT-01 RECORDING \$25.50
T#0008 TRAN 4469 06/05/95 09:14:00
#6403 # JB *--95-362960
COOK COUNTY RECORDER

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

paid by

CONTIMORTGAGE CORPORATION
Cedar Creek Corporate Center
49 Witmer Road
Horsham, PA 19044

, assignee.

hereby assigns unto the assignee,

Mortgage dated the 19TH day of APRIL, 1994, made by EDWARD L. UNGER
AND BONNIE JEAN UNGER
to CITYSCAPE CORP.

in the principal sum of \$ 79,000.00 and recorded on the _____ day of _____ 19____,
in (Liber) (Record Liber) (Reel) _____ of Section _____ (of Mortgages), page _____, in the office
of the Clerk _____ of the County of COOK covering premises

1756 WEST OLIVE AVENUE, CHICAGO, IL 60660

"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."

95362960

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.

95362960

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 19TH day of APRIL, 19 94.

IN PRESENCE OF:

Samuel W. Tripsas
SAMUEL W. TRIPSAS

CITYSCAPE CORP

BY: Robert Grosser
ROBERT GROSSER, PRESIDENT

25/95
23/95



RECORD & RETURN TO
CONTIMORTGAGE CORPORATION
500 Enterprise Road
Horseshoe, PA 19044
Zip No.

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

TO

CITYSCAPE CORP.

SECTION
BLOCK
LOT
COUNTY OR TOWN
COOK COUNTY

TITLE NO.

Assignment of Mortgage

NOTARY PUBLIC
[Signature]

STATE OF NEW YORK, COUNTY OF
On the _____ day of _____, 19____, before me
personally came _____
the subscribing witness to the foregoing instrument, with
whom I am personally acquainted, who, being by me duly
sworn, did depose and say that he resides at No. _____
that he knows _____
to be the individual
described in and who executed the foregoing instrument;
he, said subscribing witness, was present and saw
at the same time subscribed to name as witness thereto,
execute the same; and that he, said witness,
knows the seal of said corporation; that the seal affixed
in and which executed the foregoing instrument; that he
the corporation described
of CITYSCAPE CORP.
that he is the
PRESIDENT
ELMSFORD, NEW YORK 10523
say that he resides at No. 565 TAYLOR ROAD,
to me known, who, being by me duly sworn, did depose and
personally came ROBERT GROSSER
On the 19TH day of APRIL, 19 94, before me

STATE OF NEW YORK, COUNTY OF WESTCHESTER
On the 19TH day of APRIL, 19 94, before me
personally came ROBERT GROSSER
to me known, who, being by me duly sworn, did depose and
say that he resides at No. 565 TAYLOR ROAD,
ELMSFORD, NEW YORK 10523
that he is the
PRESIDENT
of CITYSCAPE CORP.
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 corpora-
tion, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF
On the _____ day of _____, 19____, before me
personally came _____
to me known to be the individual
described in and who
executed the foregoing instrument, and acknowledged that
executed the same.

STATE OF NEW YORK, COUNTY OF
On the _____ day of _____, 19____, before me
personally came _____
to me known to be the individual
described in and who
executed the foregoing instrument, and acknowledged that
executed the same.

95362960

94382163

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FIRST MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 19, 1994. The mortgagor is Edward L. Unger and Bonnie Jean Unger, his wife, as Joint Tenants ("Borrower"). This Security Instrument is given to ASTRUM FUNDING CORP., which is organized and existing under the laws of Delaware, and whose address is 565 Taxter Road, Elmsford, N.Y. 10523-2300 ("Lender"). Borrower owes Lender the principal sum of Seventy-Nine Thousand and no/100 (U.S. \$79,000.00). 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 April 25, 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 10 IN BECKER'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 6 62.3 RODS WEST OF THE SOUTH EAST CORNER OF THE SECTION; THENCE WEST ALONG THE SOUTH LINE 466.5 FEET, MORE OR LESS, TO A POINT THIRTY EIGHT AND ONE HALF FEET EAST OF THE CENTER LINE OF RAILROAD; THENCE NORTH FIVE HUNDRED TEN FEET, MORE OR LESS; THENCE EAST FOUR HUNDRED SIXTY SIX AND ONE HALF FEET, MORE OR LESS; THENCE SOUTH TO PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING 129.50
T40011 TRAN 1533 04/28/94 15:37:00
0923 RV *-94-382163
COOK COUNTY RECORDER

PERMANENT INDEX NUMBER: 14-06-407-035

which has the address of 1756 West Olive Avenue, Chicago, IL 60660

TOGETHER WITH all the improvements now or hereafter created 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 for 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

7/22/94
ASTRUM FUNDING CORP.
1000 N. LAKE ST.
CHICAGO, IL 60611

95302960
94382163

2057

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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