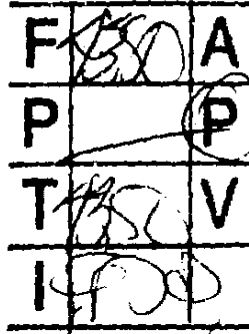


UNOFFICIAL COPY

96167702

Recording Requested By
And When Recorded
Mail To:

Garfield & Merel, Ltd.
211 W. Wacker
Suite 1500
Chicago, Illinois 60606
Attn: Richard A. Merel



DEPT-01 RECORDING \$43.50
T97777 TRAN R383 03/05/96 16:01:00
*1643 * SK * -96-167702
COOK COUNTY RECORDER

MORTGAGE
ASSIGNMENT

RECORDER'S STAMP

SUPERIOR MORTGAGE ACQUISITION COMPANY, L.P., a Delaware limited partnership, ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby absolutely sells, transfers, assigns, delivers, sets-over and conveys to **RICHARD A. MEREL**, an Individual ("Assignee"), without recourse or representation or warranty of any kind or nature (except as otherwise set forth in that certain Mortgage Loan Purchase Agreement [the "Purchase Agreement"] dated as of February 22, 1996, between Assignor and Assignee):

The mortgage loan identified on Exhibit A hereto (the "Mortgage Loan"), including the promissory note(s) related thereto together with all amendments, supplements and modifications thereto and all liens, financing statements, guaranties and security interests securing the payment of the Mortgage Loan, including, without limitation, the mortgagee's interest under the mortgage or deed of trust and any other documents recorded in the real property records of the jurisdiction in which such real property is located, as legally described on Exhibit C hereto, with respect to such Mortgage Loan, as such documents are more particularly described and referenced on Exhibit B hereto (collectively the "Mortgage Documents"), and any other documents, agreements, instruments or property relating to the Mortgage Loan and all right, title, interest, claims, demands, causes of action and judgments securing or relating to the Mortgage Loan (collectively, the "Other Loan Documents and Collateral"), except as otherwise specifically reserved by the Seller under the Purchase Agreement.

96167702

① 2110 1109701111N

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

TO HAVE AND TO HOLD the Mortgage Loan, Mortgage Documents and the Other Loan Documents and Collateral, together with all and singular the rights and privileges thereunto in any way belonging unto Assignee, its successors and assigns, forever.

DATED March 5, 1996, to be effective March 5, 1996.

SUPERIOR MORTGAGE ACQUISITION COMPANY, L.P., a Delaware limited partnership

By: Oppenheimer Superior Mortgage Investments, Inc., a Delaware corporation, its sole general partner By: CONTRARIAN CAPITAL ADVISORS, LLC - Agent (CCA)

By: [Signature]
Its: Partner

STATE OF CONNECTICUT
COUNTY OF Fairfield

I, KEITH GREENGLAZE, do hereby certify that KEITH GREENGLAZE personally known to me to be the same person whose name is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as PARTNER OF CCA, Agent of SUPERIOR MORTGAGE ACQUISITION COMPANY, L.P., a Delaware limited partnership, and as his/her/their free and voluntary act, for the uses and purposes therein set forth on behalf of the partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5th day of March, 1996.

[Signature]
Notary Public

My Commission Expires:
MARK P. QUINN
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2000

96167702

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ASSUMPTION

As of the effective date above written, Assignee hereby accepts the foregoing Mortgage Assignment and hereby agrees to assume and discharge, in accordance with the terms thereof, all of the burdens and obligations of the lender under the Mortgage Loan, including but not limited to those under the Mortgage Documents, the note secured thereby, and all Other Loan Documents and Collateral, which burdens or obligations arise or accrue on or after the effective date above written.

If any action is brought by either party against the other party in connection with this Assignment and Assumption, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. For purposes of this Assignment and Assumption, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto (including in-house counsel), which may include administrative fees, printing, duplicating and other expenses, freight and delivery charges, and fees billed for law clerks and paralegals.

"ASSIGNEE"

Richard A. Merel
Richard A. Merel

STATE OF ILLINOIS
COUNTY OF COOK) SS

I, KAREN T. BERSCH, do hereby certify that RICHARD A. MEREL personally known to me to be the same person whose name is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as _____, of SUPERIOR MORTGAGE ACQUISITION COMPANY, L.P., a Delaware limited partnership, and as his/her/their free and voluntary act, for the uses and purposes therein set forth on behalf of the partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5th day of MARCH, 1996.

Karen Bersch
Notary Public

My Commission Expires:

"OFFICIAL SEAL"
KAREN T. BERSCH
Notary Public, State of Illinois
My Commission Expires 9/18/97

96167702

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11

UNOFFICIAL COPY

EXHIBIT A

That certain Mortgage Loan evidenced by that certain Note dated December 29, 1987, in the original principal amount of \$216,000 made by Erwin J. Schnurpfeil and Donald E. Schnurpfeil as co-makers, as endorsed by that certain Endorsement of Note by Allonge in favor of Superior Mortgage Acquisition Company, L.P., a Delaware limited partnership, by Superior Bank FSB (successor in interest to Lyons Savings) which is secured by the Mortgage Documents.

Property of Cook County Clerk's Office

96167702

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B

MORTGAGE DOCUMENTS

1. Mortgage and Security Agreement dated December 29, 1987 made by Erwin J. Schnurpfeil, married to Irene Schnurpfeil, and Donald E. Schnurpfeil, married to Susan Schnurpfeil, as mortgagor, in favor of Lyons Savings, as mortgagee, recorded with the Cook County Recorder on December 31, 1987 as Document No. 87683041 in Cook County, Illinois; as assigned by that certain Mortgage Assignment made by Superior Bank FSB (as successor in interest of Lyons Savings) to Superior Mortgage Acquisition Company, L.P. dated March 28, 1994 and recorded with the Cook County Recorder on April 7, 1994 as Document No. 94311809 in Cook County, Illinois.
2. Assignment of Kents and Leases dated December 29, 1987 made by Erwin J. Schnurpfeil and Donald E. Schnurpfeil, as assignor, to Lyons Savings, as assignee, recorded with the Cook County Recorder on December 31, 1987 as Document No. 87683042 in Cook County, Illinois; as assigned by that certain Mortgage Assignment by Superior Bank FSB (as successor in interest of Lyons Savings) to Superior Mortgage Acquisition Company, L.P. dated March 28, 1994 and recorded with the Cook County Recorder on April 7, 1994 as Document No. 94311809 in Cook County, Illinois.
3. Guaranty dated December 29, 1987 made by Erwin J. Schnurpfeil and Donald E. Schnurpfeil, jointly and severally, as guarantors, as assigned.
4. Security Interest of Lyons Savings as disclosed by the following Financing Statements: No. 2375671 (Illinois Secretary of State), No. 2375672 (Illinois Secretary of State), 88U00079 (Cook County, Illinois) and 88U00080 (Cook County, Illinois).

99167702

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/11

UNOFFICIAL COPY

EXHIBIT C

LEGAL DESCRIPTION

Units A, B, C and D in Bartlett Square Number 4, together with their undivided percentage interests in the common elements as defined and delineated in the Declaration recorded as Document Number 87-341791 and as amended by Document Number 87-341791 and as amended by Document Number 87-625398, in Lot 4 in Country Homes of Bartlett Square, being a Resubdivision of Lots 1 to 18, both inclusive, in Block 1 of H. O. Stone and Company's Town Addition to Bartlett, being a Subdivision in the Southwest 1/4 of Section 35 and the Southeast 1/4 of Section 34, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

Mortgagor also hereby grants and assigns to Lyons Savings, its successors and assigns Parking Spaces A, B, C and D as limited common elements as set forth and provided for in the aforementioned Declaration of Condominium.

Mortgagor also hereby grants to Lyons Savings, its successors and assigns, as rights and easements appurtenant to the subject unit described herein, the rights and easements for the benefit of said unit set forth in the Declaration of Condominium.

This Mortgage is subject to all rights, easements, covenants, restrictions and reservations contained in the Condominium Declaration the same as though the provision of said Declaration were erected and stipulated at length herein.

Address of Property: 126 Prospect Avenue
Bartlett, Illinois

PIN Nos.: 06-35-306-081-1001 - Unit A
06-35-306-081-1002 - Unit B
06-35-306-081-1003 - Unit C
06-35-306-081-1004 - Unit D

prepared by:

JEFFREY G. MARKIN
DANNESCHEIN, NATK
& ROSENTHAL

2000 SEARS TOWER
CHGO, IL 60606

96167702

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/01/14