

Prepared By:

UNOFFICIAL COPY

PEGGY KOTNOUR

261 EAST LAKE STREET
BLOOMINGDALE, ILLINOIS 60108-1163

Prepared By:
Ayle Atwal
The Money Store
3404 El Camino Ave., Suite 146
Sacramento, CA 95821

PLEASE RETURN TO: SM/Sherry Doza
P.O. Box 540817
Houston, TX 77254-0817



LOAN # (023-102)092218833



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Cook County Recorder 23.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Real Estate Mortgage

LOAN NO. 1 W814

FOR VALUE RECEIVED the undersigned hereby grants, assigns and transfers to

TMS MORTGAGE INC., A NEW JERSEY CORPORATION
PO BOX 160128 SACRAMENTO, CA 95816

all the rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated **DECEMBER 30, 1996** executed by **BRUCE HARDY, MARRIED TO MAKEESHA HARDY**

to **AMERICAN SECURITY MORTGAGE**
a corporation organized under the laws of **THE STATE OF ILLINOIS**
and whose principal place of business is **261 EAST LAKE STREET**
BLOOMINGDALE, ILLINOIS 60108-1163

and recorded in Book/Volume No. No. 97031559, COOK page(s) on 1/15/97, as Document
hereinafter as follows: County Records, State of **ILLINOIS** described
(See Reverse for Legal Description)
Commonly known as **6946 SOUTH NORMAL, CHICAGO, ILLINOIS 60621**

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Real Estate Mortgage.

STATE OF ILLINOIS
COUNTY OF DU PAGE

AMERICAN SECURITY MORTGAGE

On DECEMBER 30, 1996 before _____
(Date of Execution)

me, the undersigned a Notary Public in and for said County and State, personally appeared **RONALD J. BANTZ** known to me to be the **PRESIDENT** and **SUSAN F. BANTZ** known to me to be **VICE PRESIDENT** of the corporation herein which executed the within instrument, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation pursuant to its by-laws or a resolution of its Board of Directors and that he/she acknowledges said instrument to be the free act and deed of said corporation.

By: [Signature]
By: **RONALD J. BANTZ**
Its: **PRESIDENT**
By: [Signature]
By: **SUSAN F. BANTZ**
Its: **VICE PRESIDENT**
Witness: [Signature]
Witness: **CAROL OLAS**

Notary Public [Signature]
DU PAGE County,
My Commission Expires **1-31-97**

NOTARIAL SEAL
PEGGY KOTNOUR
261 EAST LAKE STREET
BLOOMINGDALE, ILLINOIS 60108-1163
THIS AREA FOR OFFICIAL NOTARIAL SEAL
My Commission Expires 1/31/97 Rev. 08/17/95 DPS 171

BATCH
1 of 108

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B-113
1/15/97
M-100
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20-21-318-032

Property of Cook County Clerk's Office

THE NORTH 1/2 OF LOT 10 IN BLOCK 3 IN T. W. BECK'S SUBDIVISION OF THE
SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH,
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

RIDER - LEGAL DESCRIPTION

BATCH

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CASTRO, Mario and Maria T.
2981-03078 / DLH 16367340-02

of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

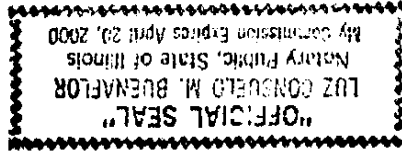
In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.



Property of Cook

Notary Public
My Commission Expires: April 20 2000
Luz Consuelo M. Buenaflores
day of April 1997

GIVEN under my hand and notarial seal this

1. Luz Consuelo M. Buenaflores, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mario Castro, and Maria T. Castro, and Gloria Castro, the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me (the day in person, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including waiver of rights and benefits under and by virtue of the Homestead exemption laws of the State of Illinois and federal law.

Mario Castro
Mario Castro
Maria T. Castro
Maria T. Castro
Gloria Castro
Gloria Castro

STATE OF ILLINOIS
COUNTY COOK
)
) ss.
)

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 2734 North Harding Avenue, Chicago, Illinois 60647-1026 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at Post Office Box 12247 Birmingham, Alabama 35202-2247.
10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.
9. In compliance with section 101.1 (d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.
8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

Name: CASTRO, Marie and Maria T

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Control No. / Loan No: 2981-03078 / DLH 16367340-02

EXHIBIT "A"

LOT FOUR

(4)

In F. S. Kinkel & Co's Resubdivision of Lots 28 to 44 Both Inclusive in Block Two (2), in Pennock, in the West Half (1/2) of the Southwest Quarter (1/4) of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, as per Plat Recorded in the Recorders Office of Cook County, Illinois, November 7, 1883, as document number 506320 in Block 18 of Plats, Page 62 and Reinstated by Case Number 73011, Circuit Court of Cook County, Illinois, reinstating the original Plat of Pennock, as to the West Half (1/2) of the Southwest Quarter (1/4) of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 13-26-300-015 Vol. 355

More commonly known as: 2734 North Harding, Chicago, Illinois 60647

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