

UNOFFICIAL COPY

97182625

STATE OF ILLINOIS
COUNTY OF COOK
I. D. # 20-15-404-011-0000

. DEPT-01 RECORDING \$23.50
. T#0008 TRAN 4886 03/17/97 14:37:00
. #5034 # B.J * -97-182625
. COOK COUNTY RECORDER

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS that Atlanta Life Insurance Company, a Georgia Corporation, 100 Auburn Avenue, Atlanta, GA 30301, hereinafter called Assignor, for a valuable consideration to it in hand paid by **MAGNA FUNDING CORPORATION**

hereinafter called Assignee, the receipt of which is hereby acknowledged, does hereby transfer, convey and assign to said Assignee that certain note in the original principal sum of Thirty Eight Thousand and NO/100 Dollars (\$38,000.00) dated October 29, 1986, executed by Sidney Davis, Jr. and Sharon Davis, his wife, payable to the order of Chicago Metropolitan Mutual Assurance Company, secured by a Trust Deed filed for record in Book ** , Page in the Public Records of Cook County, State of Illinois, covering the following described property:

INSTRUMENT #: 86 509 632
As Described in the Subject Trust Deed

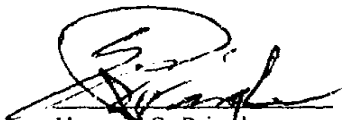
AS MORE PARTICULARLY DESCRIBED ON SCHEDULE "A", ATTACHED HERETO AND MADE PART HEREOF.

. DEPT-10 PENALTY \$20.00

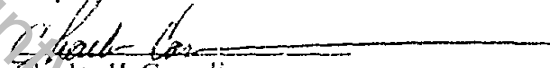
which property is more fully described in the above described instrument, reference to which is here made for all purposes; and Assignor does hereby transfer, convey, and assign to said Assignee all liens, rights, equities, and remedies held by Assignor's right, title interest and claim in and to aforesaid lands.

TO HAVE AND TO HOLD said Note and the lien aforesaid unto the said Assignee and unto owner and holder of said Note and lien, and that all payments, offsets, and credits to which said note is entitled, appear on the back thereof.

EXECUTED this day of December, 1996.


Howard S. Pringle
Vice-President

Atlanta Life Insurance Company


Charles H. Cornelius
C.E.O.

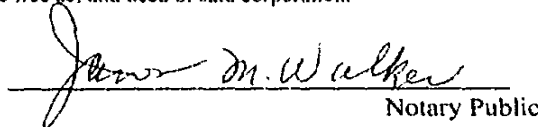
Atlanta Life Insurance Company

Successors by Merger to

Chicago Metropolitan Mutual Assurance Company

STATE OF GEORGIA
COUNTY OF FULTON

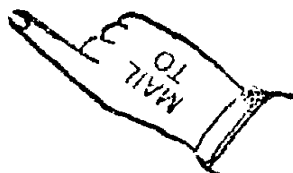
On December 31, 1996 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Charles H. Cornelius known to me to be the CEO, and Howard S. Pringle, known to me to be the Vice-President of the corporation herein which executed the within instrument, that the seal 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 acknowledges said instrument to be the free act and deed of said corporation.


Notary Public

My Commission Expires: Notary Public, Fulton County, Georgia
My Commission Expires Sept. 14, 1997

Prepared by and Return To:
Atlanta Life Insurance Co.
C/O Magna Funding Corporation
P. O. Box 1390
Davidson, NC 28036

379022



23.50 T
20.00 Pen
43.50

97182625

UNOFFICIAL COPY

Property of Cook County Clerk's Office

97182625

UNOFFICIAL COPY

TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1986 OCT 30 AM 1:25

36 509 632

86509632

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 29, 1986, between
SIDNEY DAVIS, JR. and SHARON DAVIS, his wife

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:
THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

THIRTY EIGHT THOUSAND AND NO/100 (\$38,000.00) Dollars,
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF CHICAGO METROPOLITAN MUTUAL ASSURANCE COMPANY, an Illinois Corporation

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from October 29, 1986 on the balance of principal remaining from time to time unpaid at the rate of 9-3/4% per cent per annum in instalments (including principal and interest) as follows:

Three Hundred Sixty and 44/100 (\$360.44) Dollars or more on the 1st day of December 19 85, and Three Hundred Sixty and 44/100 (\$360.44) Dollars or more on the 1st day of each month thereafter until said note is fully paid. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 10% per annum, and all of said principal and interest being made payable at such banking house or trust company in the City of Chicago, Cook County, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Chicago Metropolitan Mutual Assurance Company in said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 10 IN THE SUBDIVISION OF THE WEST 1/4 OF LOT 12 IN MAHER'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILL. Commonly known as: 6029 So. Rhodes Avenue Chicago, Illinois

Permanent Index No. 20-15-404-011-0000

This instrument was prepared by
Morris E. Leonard
4455 Madison Lumber Plant Bldg.
Chicago, Illinois 60633

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seals of Mortgagors the day and year first above written.
Sidney Davis, Jr. [SEAL] *Sharon Davis* [SEAL]
Sidney Davis, Jr. Sharon Davis [SEAL]

STATE OF ILLINOIS, I, the undersigned
County of Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT SIDNEY DAVIS, JR. and SHARON DAVIS, His Wife

who are personally known to me to be the same person s whose names are subscribed to the foregoing instrument, appeared before me this 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.

Given under my hand and Notarial Seal this 29 day of October 1986.
Dorothy Cannon Notary Public

70-509-632-36

Comm

8610-4 Sidney Davis

36 509 632

97182625

UNOFFICIAL COPY

Property of Cook County Clerk's Office

97182625