

# UNOFFICIAL COPY

97182638

STATE OF ILLINOIS  
COUNTY OF COOK  
I.D.# 20-17-203-023-0000

DEPT-01 RECORDING \$23.50  
T#0008 TRAN 4886 03/17/97 14:41:00  
#5080 #BJ \*-97-182638  
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 Five Thousand and NO/100 Dollars (\$35,000.00) dated August 4, 1988, executed by American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under Trust Agreement dated July 1, 1988 and known as Trust Number 106055-09, 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 #: 88364219  
As Described in the Subject Trust Deed


DEPT-10 FENALTY \$20.00

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

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 Term, 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

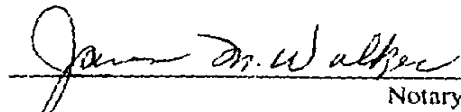
  
Charles H. Cornelius  
C.E.O.

Atlanta Life Insurance Company  
Successors by Manager to

Chicago Metropolitan Mutual Assurance Company

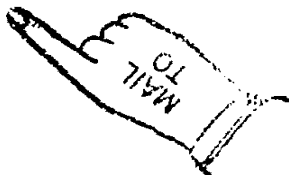
STATE OF GEORGIA  
COUNTY OF FULTON

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 it's by-laws or a resolution of its Board of Directors and that he acknowledged 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  
379043



23.50 T  
20.00 Per  
43.50

97182638

UNOFFICIAL COPY

March 2009

Property of Cook County Clerk's Office

57182008

11

UNOFFICIAL COPY

TRUST DEED

725209

1988 AUG 11 PM 2:24

88364219

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made AUGUST 4, 1988, between American National Bank and Trust Company of Chicago, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated JULY 1, 1988 and known as trust number 106055-09, herein referred to as "First Party," and CHICAGO TITLE AND TRUST COMPANY, an Illinois Corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of THIRTY FIVE THOUSAND AND NO/100 (\$35,000.00)

made payable to BEARINX CHICAGO METROPOLITAN MUTUAL ASSURANCE COMPANY, an Illinois Corporation and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from August 4, 1988 on the balance of principal remaining from time to time unpaid at the rate of 11 1/2% per cent per annum in instalments as follows:

THREE HUNDRED SEVENTY-THREE AND 26/100 (\$373.26) or more Dollars on the 1st day of October 1988 and THREE HUNDRED SEVENTY-THREE AND 26/100 (\$373.26) or more Dollars on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the xxxxxxxx day of xxxxxxxx 19xxx.

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 xxxxx per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in the City of Chicago 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, 4455 SO. KING DRIVE, 60553 in said City,

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 65 IN A. M. PENCE'S SUBDIVISION OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 30 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Commonly known as: 5524 SO. MORGAN STREET CHICAGO, IL. 60621

Permanent Index No. 20-17-203-023-0000

12

88364219

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 First Party, its successors or assigns 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, door coverings, inador heds, 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 First Party or its 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT: 1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvement now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

NAME CHICAGO METROPOLITAN MUTUAL ASSURANCE COMPANY STREET 4455 SO. KING DRIVE CITY CHICAGO, IL. 60653 MORTGAGE DEPARTMENT

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 5524 SO. MORGAN STREET CHICAGO, IL. 60621

INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER

7-72-1986

Ca 1205705

8808-1

102 933

UNOFFICIAL COPY

Property of Cook County Clerk's Office

971527330