

# UNOFFICIAL COPY

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HAMILTON  
LOAN & REAL ESTATE TECHNOLOGIES, LLC.  
3788 SOUTH LOCUST STREET - SUITE 118  
DENVER, COLORADO 80222

100008 TRAM 6379 04/10/97 13:28:00

80944 & P.L. # 97-250508

COOK COUNTY RECORDER

Loan #: 1150226  
XREF: 12/90 0040

**97250508**

## Assignment of Mortgage

FOR VALUE RECEIVED, the undersigned, "ASSIGNOR" hereby  
assigns and transfers to C-BASS ABS, LLC  
"ASSIGNEE" whose address is \_\_\_\_\_

\_\_\_\_\_, all of its right, title and interest under  
that certain Mortgage executed by the borrower referenced below  
(the "Borrower(s)") secured by a Mortgage of even date therewith  
(the "Mortgage") from Borrower(s) for the benefit of the holder  
of said Note, which Mortgage was recorded in the county of  
Cook, state of IL ("The Property").

PROPERTY ADDRESS: 758 RIPPLE BROOK CT  
ELGIN, IL 60120

Together with the note or bond secured thereby, the note or  
bond evidencing said indebtedness having this day been  
transferred together with ASSIGNOR'S right, title and  
interest in and to said Mortgage/Deed of Trust, all without  
recourse, or warranty, the property herein described and the  
indebtedness thereby secured.

### Borrowers Names:

MARK A. KRIENHEDER AND RHONDA L. KRIENHEDER, HUSBAND AND WIFE

Date of Instrument: 7/27/90  
Date of Recording: 8/02/90  
Instrument: F-90-373194

Orig Ln Amt: \$86,500.00

Parcel/Tax ID#: \_\_\_\_\_

Recorded in Cook County, IL

See Exhibit 'A' Attached For Legal Description

97250508

25.50

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Property of Cook County Clerk's Office

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- 2 -

Loan #: 1150226

Dated: November 19, 1996

WITNESS: Sylvia M. Caraway  
Name: Sylvia M. Caraway

EMC Mortgage Corporation

BY: Janan Weeks  
Name: Janan Weeks  
Title: Vice President

WITNESS: Shannon Branlecki  
Name: Shannon Branlecki

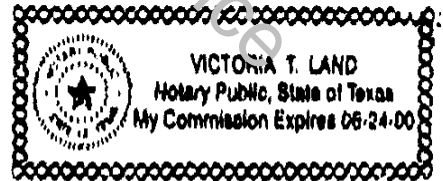
STATE OF TEXAS }  
COUNTY OF DALLAS } ss:

On November 19, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared Janan Weeks known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness My Hand and Official Seal.

(seal)

Victoria T. Land  
Victoria T. Land  
My Commission Expires: 6/24/00



Assignor  
Address: 222 W. Las Colinas Blvd., #600, Irving, TX 75039

Prepared by: S. Richardson, RCG, Inc., 505 San Marin Drive #110  
Novato, CA 94945 415-898-7200

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50373194

WHEN RECORDED MAIL TO: HOME SAVINGS OF AMERICA P.O. BOX 7076 PASADENA, CALIFORNIA 91109-7076

ALL NOTICES TO LENDER SHALL BE MAILED OR DELIVERED TO THE ABOVE ADDRESS.

Mortgage and Assignment of Rents ADJUSTABLE INTEREST RATE LOAN LOAN NO. 1238149-B

This Mortgage, made this 27th day of JULY, 1990, between MARK A. KRIENHEDER AND RHONDA L. KRIENHEDER, HUSBAND AND WIFE

herein called BORROWER, whose address is 758 RIPPLE BROOK COURT (number and street)

ELGIN (city)

IL (state)

60120 (zip code)

and

and HOME SAVINGS OF AMERICA, F.A., a corporation herein called LENDER, whose address is P.O. Box 7076, Pasadena, California 91109-7076

WITNESSETH: Borrower hereby grants, conveys mortgages and warrants to Lender the real property legally described as follows:

UNIT 11-1 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE COUNTRY HOMES AT COBBLER'S CROSSING, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 89-516905 AS AMENDED FROM TIME TO TIME, LOCATED IN COBBLER'S CROSSING UNIT 2, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 758 RIPPLE BROOK COURT, ELGIN, IL. 60120

PTN: 06 07 400 002

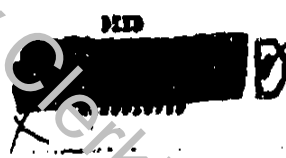
REPT-01 RECORDING 113.27 150000 TRAN 1119 08/02/90 10159100 03325 0 F #90-373194 COOK COUNTY RECORDER

-90-373194

HUSH

vertical handwritten text

Handwritten signature/initials



Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and to (a) all easements and rights of way appurtenant thereto; and (b) all buildings, structures, improvements, fixtures and appurtenances now or hereafter placed thereon, including, but not limited to, all apparatus and equipment, whether or not physically affixed to the land or any building, used to provide or supply air-cooling, air-conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal or other services; and all waste vent systems, antennas, pool equipment, window coverings, drapes and drapery rods, curtains, and floor covering, awnings, ranges, ovens, water heaters and attached cabinets; if being intended and agreed that such items be, and are, lawfully deemed to be affixed to and to be part of the real property that is conveyed hereby; and (c) all water and water rights (whether or not appurtenant). Borrower agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to perfect the lien of this Mortgage on any such properties. The properties conveyed to Lender hereunder are hereinafter referred to as "such property."

The Borrower absolutely and irrevocably grants, transfers and assigns to Lender the rents, income, issues, and profits of all properties covered by this Mortgage.

FOR THE PURPOSE OF SECURING

(1) Payment of the sum of \$ 84,500.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of AUGUST 10, 2020 made by Borrower, payable to Lender or order, and all modifications, extensions or renewals thereof. (2) Payment of such sums as may be incurred, paid out or advanced by Lender, or may otherwise be due to Lender, under any provision of this Mortgage and all modifications, extensions or renewals thereof. (3) Performance of each agreement of Borrower contained herein or incorporated herein by reference or contained in any papers executed by Borrower relating to the loan secured hereby. (4) Performance, if the loan secured hereby or any part thereof is for the purpose of constructing improvements on such property, of each provision of agreement of Borrower contained in any building loan agreement of either agreement between Borrower and Lender relating to such property. (5) The performance and keeping by Borrower of each of the covenants and agreements required to be kept and performed by Borrower pursuant to the terms of any lease and any and all other instruments creating Borrower's interest in or defining Borrower's right in respect to such property. (6) Compliance by Borrower, with each and every monetary provision to be performed by Borrower under any declaration of covenants, conditions and restrictions pertaining to such property or any declaration of condominium ownership and upon written request of Lender, the enforcement by Borrower of any covenant to pay maintenance or other charges, if the same have not been paid or valid legal steps taken to enforce such payment within 90 days after such written request is made. (7) At Lender's option, payment, with interest thereon, of any other present or future indebtedness or obligation of Borrower (or of any successor in interest of Borrower) to such property due to Lender, whether created directly or acquired by absolute or contingent assignment, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this Mortgage or arising thereafter, the exercise of such option to be evidenced by a notice in writing to Borrower or any successor in interest of Borrower. (8) Performance of all agreements of Borrower to pay fees and charges to the Lender whether or not herein set forth. (9) Payment of charges, as allowed by law when such charges are made, for any statement regarding the obligation secured hereby.

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