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Roy E. Togtman 17034 Oakwood Lansing, IL 60438 Loan #1907036548 FHA #131-7727925-703 2405/0064 02 001 Page 1 of 1998-10-19 16:14:00 Cook County Recorder



ASSIGNMENT OF MORTGAGE

STATE OF ILLINOIS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COOK

THAT the undersigned is the present and legal and equitable owner and holder of the following, to-wit:

That one critain promissory note in the original principal sum of \$84,550.00, 3/ced AUGUST 23, 1994 and executed by ROY E. TOGTMAN AND 2. JOYCE TOGTUAN payable to the order of FRANKLIN HOME FUNDING, more fully described in a Mortgage of even date therewith executed by ROY E. TOCTMAN, A MARRIED MAN AND Z. JOYCE TOCTMAN, HIS WIFE, filed for record on SECTEMBER 1, 1994 in INSTRUMENT NO. 94-771891, Official Property Records of COOK COUNTY, ILLINOIS; all of the above instruments concerning the following described property to-wit:

LOT 10 (EMCEPT THE NORTH 33.75 FEET THEREOF), ALL OF LOT 11 AND THE NORTH 2 FEET OF LOT 12 IN BLOCK 6 IN LANSING-CALUMET, BEING A SUBDIVISION OF THE WEST 104 ROD. OF THE EAST 132 RODS OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 3/, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. #30-30-201-026.

For good and valuable consideration paid to the undersigned (the current legal and equitable owner, holder and beneficiary of said note and liens), the receipt and sufficiency of which is hereby, acknowledged, his TRANSFERRED, ASSIGNED, GRANTED and CONVEYED unto THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, 451 SEVENTH ST., S.W., WASHINGTON, D.C. 20410, his/her successors and assigns, the above described note, together with all liens, and any superior title, held by the undersigned securing the payment thereof.

This assignment is made without recourse or warranty, except that the

undersigned warrants that:

- (a) No act or omission of the undersigned has impaired the validity and priority of the said security instruments;
- (b) The security instrument is a good and valid first lien and is prior to all mechanic's and materialmen's liens filed of record regardless of when such liens attach, and prior to all liens, encumbrances, or defects which may arise except such liens or other matters as have been approved by the assignee hereunder;
- (c) The sum of EIGHTY FOUR THOUSAND SEVENTY FOUR AND 00/100 DOLLARS (\$34,074.00) together with the interest from the IST DAY OF AUGUST, 1995, at the rate of 9.50% per annum, computed as provided in the credit instrument, is actually due and owing under said credit instrument;

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Togtman #1907036548

The undersigned has a good right to assign the security and credit instruments. EXECUTED this 12th day of CHASE MANHATTAN MORTGAGE CORPORATION F/K/A CHEMICAL RESIDENTIAL MORTGAGE CORPORATION F/K/A MARGARETTEN & COMPANY, TITLE: ASSISTANT VICE PRESIDENT TITLE: ASSISTANT SECRETARY ACKNOWLEDGMENT THE STATE OF OHIO COUNTY OF FRANKLIN S This instrument was acknowledged before me on this , 1998 by CONNIE J. SMITH, ASSISTANT VICE PRESIDENT and TIMIKA LEWIS, ASSISTANT SECRETARY OF CHASE MANHATTAN MONTGAGE CORPORATION F/K/A CHEMICAL RESIDENTIAL MORTGAGE CORPORATION FIX A MARCARETTEN & COMPANY, INC., on behalf of said corporation. MY COMMISSION EXPIRES: Notary Pub **NUTARY** PUBLIC, STATE OF ONIO **COLMISSION EXPINES FEB. 22** Printed Name of Notary Publ After Recording, Please Return to: PREPARED BY:

BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, L.L.P.

Attn: Earnestine Williams Barrett Burke Wilson Castle Daffin & Frappier, L.L.P. 15000 Surveyor Blvd., Suite 100 Addison, Texas 75244