▼ OFFICIAL COPY

Drafted by Lisa Cooper Please Return To Centex Home Eequity Corporation

P.O. Box 19000

Dallas, Texas 75219

240400248

ASSIGNMENT OF DEED OF

DEPT-01 RECORDING

\$23.50.

T#0013 TRAN 9381 10/26/98 03:38:00

42159 **→ TB** ¥--98-957001

COOK COUNTY RECORDER

The State of Illinois

COUNTY OF COOK

Know all Men by These Presents:

That CENTEX HOME EQUITY CORPORATION acting herein by and through its duly authorized officers, hereinafter called transferor, of the County of Dallas, State of Texas, for an in consideration of TEN AND NO/100 DOLLARS CASH, AND OTHER VALUABLE CONSIDERATION, to it in hand paid by Master Financial, Inc., A California Corporation, 333 South Anita Drive Orange, Ca. 92868, hereinafter called transferee, the receipt of which is hereby acknowledged, has this day Sold, Conveyed, Transferred, and Assigned and by these presents does Siell; Convey, Transfer, and Assign unto the transferee the hereinafter described indebtedness.

AND Transferor further Grants, Sells, and Conveys unto the Transferee, all rights, title, interest, and liens owned or held by the Transferor in the hereinafte. described land by virtue of said indebtedness herein conveyed and assigned.

TO HAVE AND TO HOLD unto the said Transferee, Transferee's successors and assigns the following described

indebtedness together with all and singular the folic wir g mentioned lies and any and all liens, rights, equities, remedies, privileges, titles, and interest in and to said land, which I ransferor has by virtue of being legal holder and owner of said indebtedness.

One certain promissory note executed by LUCRETIA ROWDEN, AND SANDRA V. BOWDEN, IN JOINT TENANCY payable to the order of NOVA MORTGAGE CREDIT CORPORATION in the sum of \$34.500.00 dated August 26, 1996 and bearing interest and due and payable in monthly installments as therein provided.

Said note being secured by Security Instrument of even date therewith duly recorded in the Public Records of COOK County, Illinois and secured by the liens therein expressed on the following described lot, tract, or parcel of land lying and being situated in COOK County, Illinois to wit:

LOT 37 AND THE NORTH 1/2 OF LOT 36 IN ROHRER'S SUBDIVISION OF BLOCK 5 IN THE CIRCUIT COURT PAI TITION OF NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 15, EAST-OF-THE-THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY IN LINKIS -

THIS DOCUMENT PREPARED BY CTX MORTGAGE COMPANY 2728 N. HARWOOD DALLAS, TX 75201-1518 DRAWN BYZ

MTG RECORDED 09/04/9 DOCUMENT NO. 926-2 AM / PM

MTG Recorded

at

Document No.

BK

PG

County

of

RE: Property Address

7941 SOUTH MANISTEE CHICAGO, IL 60617

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Property of Cook County Clerk's Office

08057001

EXECUTED, without recourse and without warranty on the undersigned this 3rd day of October, 1997

CENTEX HOME EQUITY CORPORATION

F/K/A NOVA MORTGAGE CREDIT CORPORATION

DEBBI S. HATHCOCK

Asst. Secretary

BY: CHANDA R. HARRIS

DOCUMENT SIGNER

34 C/0

THE STATE OF TEXAS COUNTY OF DALLAS

On October 3, 1997 before me, SHEILA DENISE KIDD, Notary Public, personally appleared CHANDA R. HARRIS

THE WALLES WE WENT THE WALLES

DOCUMENT SIGNER of CENTEX HOME EQUITY CORPORATION

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged is me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signs ure(s) on line instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

Witness my hand and official seal

halo Dinise Kidd

SIGNATURE OF NOTARY

SHEILA DENISE KIDD

PRINTED NAME



98957001

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Diff Clarks Office

15r Governing Law; Severable IV. This Security Instrument shall be given d by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) curry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which is a would be due under this Security Instrument and the Note as if no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of his Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument, Shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby small remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in according with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the iddress to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two centerces shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property in peressary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or bazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other

defense of Borrower to acceleration Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence. 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without a charge to Borrower. Borrower shall pay any recordation costs. 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)] Adjustable Rate Rider [] Condominium Rider [] 1-4 Family Rider [] Graduated Payment Rider 1 Planned Unit Development Rider [] Biweckly Payment Rider [] Balloon Rider Rate Improvement Rider [| Second Home Rider [] Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Witnesses: (Seal) -Borrower (Seal) Nancy A. Squil -Borrower (Seal) Burrower (Seal) -Borrower SS#: [Space Below This Line For Acknowledgement] STATE OF ILLINOIS. Cook County ss: 1. the Undersigned , a Notary Public in and for said county and state do hereby certify that John D. Squiller and Nancy A. Squiller , husband and wife, personally known to me to be the same person(s) whose name(s) and subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ______They signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

OFFICIAL SEAL
MARION F WELBORN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUNE 28,2002

Given under my hand and official seal, this

My Commission expires:

UNOFFICIAL COPS 956220 Fage 7 of 7

REPUBLIC TITLE COMPANY, INC. 1500 W. SHURE DRIVE, SUITE 120, ARLINGTON HEIGHTS, IL 60004

> ALTA Commitment Schedule Al

File No.: R64565

PROPERTY ADDRESS: 725 YORKSHIRE LANE

DES PLAINES, 1L 60016

LEGAL DESCRIPTION:

LOT 115 IN CUMPERLAND ESTATES, BEING A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION / AND THE WEST 1/2 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS Or Coot County Clark's Office

PERMANENT INDEX NO.: 09 07-227-008

Property of County Clerk's Office