Cook County Recorder

27.50

Recording requested by and
When recorded, return to
RCG, Inc. 505 San Marin Drive, #110A
Novato, CA 94945
Loan Nos. 1337724

### ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, EMC Mortgage Corporation, whose principal address is 222 West Eart Colmas Blvd., Suite 600, Irving, Texas, 75039, (herein called "Assignor"), and State Street look and Trust Company as Trustee for the Benefit of Holders of Bear Stearns Structured Securities Inc., Mortgage Pass-Through Certificates Series 1997-2, whose principal address is 225 Franklin Street, Boston, Massachusetts, 02110, (herein called "Assignee"), and in consideration for Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee, Assignor hereby assigns, transfers, sets over and conveys, without recourse to Assignee, its successors and assigns, the following

That certain Mortgage dated 4/28/72 in the original amount of \$21550.00 made by Peter Poe. It, and Bernice Poe, his wife which certain Mortgage was recorded as follows:

Book/Volume Reel Liber No.

Page Number

Instrument Document No.

Certificate No. Other Reference No.

to less than the second of the

Tax ID# (if required for recording)

Township/Borough (if required)

21 884 096

20-30-409-007

Property Address 1707 W 75th Pl, Chicago

See Exhibit 'A' for legal description attached hereto
which was recorded on 4/28/72 in Cook County, 11. ("Mortgage") which Mortgage
secures that certain Promissory Note dated 4/28/72 ("Note"), and

Such other documents, agreements, instruments and other collateral which evidence, secure or otherwise relate to the Assignor's or HUD's right, title or interest in no Mortgage and the collateral described therein and/or the Note and obligations secured by this Mortgage; and

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3. All other existing legal or equitable rights, interests and remedies in or with respect to the Mortgage and/or the Note and/or the proceeds thereof, including, but not limited to, escrow deposits, existing title insurance policies and hazard insurance policies, as well as causes of action and judgements related thereto-

The Note or bond secured by this Mortgage has been endorsed without recourse and without FHA Mortgage Insurance by the Assignor to the Assignee of even date herewith

ANY CHANGES IN THE PAYMENT OBLIGATIONS UNDER THE NOTE BY VIRTUE OF ANY FORBEARANCE OR ASSISTANCE AGREEMENT, PAYMENT PLAN OR MODIFICATION AGREEMENT AGREED TO BY HUD, WHETHER OR NOT IN WRITING, WELDE BINDING UPON ASSIGNOR, ITS SUCCESSORS AND ASSIGNS. THIS PARAGRAPIC SUALL BE INCLUDED IN ALL FUTURE ENDORSEMENTS OR ASSIGNMENTS OF THE MORTGAGE

THE MORTGAGE MAY ONLY BE TRANSFERRED AND ASSIGNED TO A PERSON OR ENTITY THAT IS ENTHER AN FHA-APPROVED SERVICING MORTGAGEE OR THAT HAS BEEN ENTERED INTO A CONTRACT FOR THE SERVICING OF THE MORTGAGE WITH AN FHA-APPROVED SERVICING MORTGAGEE. THE MORTGAGE SHALL BE SERVICED IN ACCORDANCE WITH THE ABRIDGED VERSIONS OF CHAPTERS 5,6,7 AND 9, AND APPROPRIATE APPENDICES OF HUD HANDBOOK 433-2 REV-1, "MORTGAGE ASSIGNMENT AND IPOCESSING SECRETARY-HELD SERVICING \* THIS SALES AND SERVICING PROVISIONS SHALL CONTINUE TO APPLY UNLESS THE MORTGAGE IS MODIFIED, FOR CONSIDERATION, WITH THE CONSENT OF THE MORTGAGOR REFINANCED, OR SATISFIED OF RECORD. THIS ODK. PARAGRAPH SHALL BE INCLUDED IN ALL FUTURE ENDORSEMENTS OR ASSIGNMENTS OF THE MORTGAGE.

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Property of Cook County Clerk's Office

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Page 3-Assignment for EMC # 1337724

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered, effective the 24th day of October, 1997.

EMC Mortgage Corporation

By Drivan Mitchell
Name Susan Mitchell

Title Senior Vice President

State of Texas County of Dallas

On October 24, 1997, b for eme, Judy Gail Stephens, Notary Public, personally appeared Susan Mitchell, personally known to me (or proven on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument who acknowledged that he/she is the authorized Semor Vice President for EMC Mortgage Corporation 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 or the entity on behalf of which the person acted, executed the instrument

Witness my hand and official seal this 24th day of October, 1997.

Notary Public Judy Gail Stephens

My Commission expires 2/26/2000

JUDY GAIL STEPHENS
Notary Public, State of Texas
My\_Commission Expires 02-26-00

Prepared by: S. Richardson

RCG, Inc. 505 San Marin Dr., #110A, Novato, CA 94945 415-898-7200

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PHA FORM NO. 2116 M. Rev. 9/70

### **MORTGAGE**

RMC LOAN #: 1337724 HUD FOAN #: 000000070206529 CASE #: 1312099386

THIS INDENTURE, Made this PETER POE, JR. AND BERNICE POE, HIS WIFE MORTGAGE ASSOCIATES, INC.

28th day of April

, 19 72 between

, Mortgagor, und

a corporation organized and existing under the laws of STATE OF WISCONSIN Mortgagee.

WINDSETII: That whereas the Mortgagor is justly indebted to the Mortgagoe, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of TWENTY-ONE THOUSAND FIVE HUNDRED FIFTY AND MONOTON ) payable with interest at the rate of SEVENO ) payable with interest at since until paid, and made payable to the order of the Mortgagoe at its office in MILMAUKEE , or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of ONE HUNDRED FORTY-THREE AND 52/100 Deliars (\$ 143.52 ) on the first day of June 19 72, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May 2002

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or ussigns, the following described Real Estate situate, lying, and being in the county of GOOK und the State of Illinois, to wit:

LOT THREE (3) IN BLOCK FIVE (5) IN ENGLEFIELD, BEING A SUBDIVISION IN THE SOUTH EAST QUARTER (1/4) OF SECTION THIRTY (30), TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE FOURTEEN (14), TAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

98182222 <sup>1986</sup> 1 24

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homesteed.

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21 318 632 MORTGAGE

EHA FORM NO. 2116M Ref. 10/69



	THIS INDENTURE, Made this	13th	day of	November	, 19 7,0hetwee
P	Chaile Micol van Casoth Wy	די פדני , אחם	FF		"", Mortgegor, an
$\sim \mathcal{G}$	n corporation organized and existing under	TVA Y GUMAY	MA ING	****	*********
(A) A)	Mortgageu.			, ,	
W &	WITNESSETH: That whomas the Mortge prominer note bearing even date herewith,	in the principal su	in of MTNFT	יהיית יווטווי איים'	אווא ידובודיו מש
70g	the into of a-GLCHAL AND DAY HALL	Dol	lars (\$ 11) S	ISO DO DORVIN	ble with interest n
K /2/1.	ance until paid and made payable to the on	der of the Mortgag	ea at its offic	e in TTTTTE	PUCK

of it such other place as the holder may designate in writing, and delivered; the said principe, and interest being payable in monthly installments of ONE, HIMPER PATTY TO ONE ASTRONOMY OF ASTRONOMY O

NOW, THEREFORE, the maid finingsgor, for the better necurity of the payment of the said principal num of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgague, its successors or assigns, the following described Real Estate situate, lying, and being in the county of . COOK and the State of Hilmois, to wit:

int 10 (evolupt North & Book thereof) and North 15 fort of Lot 18 in Block 26 in Cottage Grove Heighte Addition being a Subdivision of part of North 1/2 of Saction 11, Township 37 North, Range 1/2 for of the Third Pulseignal Maridian, in Gook County, fillings

10 t 10th 71.028186



TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, as the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, as building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said may gager in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the si Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rigi and benefits under and by virtue of the Homestead Exemption Lews of the State of Illinois, which said riginal benefits the said Mortgager does here?