

UNOFFICIAL COPY

99945099

ASSIGNMENT OF MORTGAGE

STATE OF ILLINOIS

COUNTY OF COOK

: DEPT-01 RECORDING \$25.50
 : T#0011 TRAN 6402 10/06/99 12:07:00
 : #2531 # TB #-99-945099
 : COOK COUNTY RECORDER
 : DEPT-10 PENALTY \$22.00



Know All Men by These Presents:

This Assignment of Mortgage is made and entered into as of the 16th day of December, 1998 from NationsCredit Financial Services Corporation, (the "Assignor") by and through Crescent Bank & Trust, acting in its limited capacity as agent and attorney in fact for the Assignor, to Crescent Bank & Trust (the "Assignee").

For the value received, and in consideration of the covenants, representations, warranties and other good and valuable consideration given pursuant to that certain loan sales agreement dated November 18, 1998 by and between NationsCredit Consumer Corporation and Crescent Bank & Trust, with respect to the encumbrance attached hereto as Exhibit "A" and filed in the previously referenced county as follows:

Name: EARL HUNTER & PATRICIA HUNTER

Date of Mortgage: MARCH 14, 1999

Recordation: DOCUMENT NO. 94575317

Assignor assigns to Crescent Bank & Trust, its successors and assigns, the subject loan note or evidence of this indebtedness as is, where is, with all faults, without recourse and without any representations or warranties. Together with any and all notes and obligations therein described or referred to, the debt respectively secured thereby all the interest of the undersigned in and to the lands and properties conveyed by said mortgages and all sums of money due and to become due thereon, with interest thereon, and attorney's fees and all other charges.

Assignor hereby, through the Limited Power of Attorney attached to that certain loan sales agreement dated November 18, 1998 by and between NationsCredit Consumer Corporation and Crescent Bank & Trust, appoints Assignee its attorney irrevocably to collect and receive said debt, and to foreclose, enforce and satisfy said instruments the same as it might or could have done were these presents not executed but at the cost and expense of said Assignee.

Witness my signature, this 30th day of March, 1999.

BY: [Signature]
 Paul R. Trapani, Jr., Exec. Vice President
 CrescentBank & Trust, duly appointed agent and
 attorney in fact for NationsCredit Financial Services
 Corporation.

BR
 SH
 H-Y

UNOFFICIAL COPY

99945098

03-2281-002450439-1
C-99-206

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider. Borrower hereby agrees to execute any document necessary to reform this Agreement to accurately reflect the terms of the Agreement between Borrower and Beneficiary or if the original Note, Trust Deed or other document is lost, mutilated or destroyed.

X Alan T. Leach
ALAN T LEACH

X David R. Leach
DAVID R LEACH

DEPT-01 RECORDING \$45.50
- T#0011 TRAN 6401 10/03/97 11:53:00
- #2530 TB *-99-99945098
- COOK COUNTY RECORDER

UNOFFICIAL COPY

STATE OF LOUISIANA

PARISH OF ORLEANS

99945099

Personally appeared before me, the undersigned authority, Paul R. Trapani, Jr., Executive Vice President, Crescent Bank & Trust, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein set forth and mentioned in the act of and for and on behalf of NationsCredit Financial Services Corporation, after first being duly authorized to do so.

GIVEN UNDER MY HAND and official seal of office, this, the 30th day of

March, 1999.

My Commission Expires: _____



NOTARY PUBLIC

Page 2

STATE OF LOUISIANA

PARISH OF ORLEANS

Personally appeared before me, the undersigned authority, Paul R. Trapani, Jr., Executive Vice President, Crescent Bank & Trust, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein set forth and mentioned in the act of and for and on behalf of Crescent Bank & Trust, after first being duly authorized to do so.

GIVEN UNDER MY HAND and official seal of office, this, the 30th day of

March, 1999.

My Commission Expires: _____



NOTARY PUBLIC

CLARE C. MUSCARELLO
NOTARY PUBLIC
Orleans Parish, Louisiana
My Commission Is Issued For Life

94575317

UNOFFICIAL COPY

6876923
V16673

99945099

THE ABOVE SPACE FOR RECORDERS USE ONLY

94575317

TRUST DEED

THIS INDENTURE, made 3-14 1994, between EARL HUNTER; PATRICIA HUNTER herein referred to as "Grantors", and DAMON A RIEHL of 8131 LBJ FREEWAY, STE. 700, DALLAS, TX 75251 Illinois, herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to ENERGY CRAFT, herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of THIRTEEN THOUSAND NINE HUNDRED SEVENTY FIVE AND TWENTY CENTS Dollars (\$13,975.20), evidenced by one certain Contract of the Grantors of even date herewith, made payable to the Beneficiary, and delivered, in and by which said Contract the Grantors promise to pay the said sum in 600 consecutive monthly installments: 050 at \$ 232.92, followed by 1 at \$ 232.92, followed by N/A at \$ N/A, with the first installment beginning on 5/19, 1994 and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at 6333 N PULASKI RD CHICAGO, ILL 60648 Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

The principal amount of the Contract is \$ 9,900.00. The Contract has a Last Payment Date of 4/19, 1999.

NOW, THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Grantors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 30 IN BLOCK 6 IN COBE AND MCKINNON'S 59TH STREET AND WESTERN AVENUE SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 19-13-225-011

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with improvements and fixtures now attached together with easements, rights, privileges, interests, rents and profits.

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, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Grantors do hereby expressly release and waive.

COVENANTS, CONDITIONS AND PROVISIONS

- Grantors shall (1) promptly repair, restore or rebuild any buildings or improvements 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 Beneficiary; (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) make no material alterations in said premises except as required by law or municipal ordinance.
- Grantors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or Beneficiary duplicate receipts therefor. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor may desire to contest.
- Grantors shall 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 Beneficiary, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Beneficiary, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinbefore required of Grantors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment, or foreclose any mortgage, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the annual percentage rate stated in the Contract this Trust Deed secures. Inaction of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Grantors.

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Grantors, their heirs, successors and assigns.

WITNESS the hand(s) and seal(s) of Grantors the day and year first above written.

[Signature] (SEAL) Earl Hunter (SEAL)
[Signature] (SEAL) Patricia Hunter (SEAL)

STATE OF ILLINOIS, I, Dennis E Stock
SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
County of DuPage EARL HUNTER & PATRICIA HUNTER

who Earl personally known to me to be the same person as whose name Earl subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that Earl signed and delivered the same instrument as Earl free and voluntary act, for the uses and purposes therein set forth.

" OFFICIAL
DENNIS E. STOCK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/12/94

Witnessed under my hand and Notarial Seal this 14th day of March, A.D. 1994
[Signature] Notary Public

Dennis Stock (Name) 6333 N. PULASKI (Address)
Chicago, IL 60648

13-502 MAIL TO
Portfolio Accounting Corp.
8131 LBJ FWY, Suite 400
Dallas, TX 75251

2350
11

94575317