

UNOFFICIAL COPY

99945100

ASSIGNMENT OF MORTGAGE



99945100

STATE OF ILLINOIS

COUNTY OF COOK

. DEPT-01 RECORDING	\$25.50
. T#0011 TRAN 6402 10/06/99 12:07:00	
. #2533 # TB #-99-945100	
. 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: ROSE ABRAMS

Date of Mortgage: APRIL 1, 1994

Recordation: 94-557260

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 19th day of April, 1999.

BY:

Paul R. Trapani, Jr., Exec. Vice President
Crescent Bank & Trust, duly appointed agent and
attorney in fact for NationsCredit Financial Services
Corporation.

Handwritten initials: PR, TR, SM, M

UNOFFICIAL COPY

STATE OF LOUISIANA

PARISH OF ORLEANS

99945100

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 19th day of

April, 1999.

My Commission Expires: _____

Clare C. Muscapello
NOTARY PUBLIC

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STATE OF LOUISIANA

PARISH OF ORLEANS

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GIVEN UNDER MY HAND and official seal of office, this, the 19th day of

April, 1999.

My Commission Expires: _____

Clare C. Muscapello
NOTARY PUBLIC

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

DEPT-10 PENALTY \$22.00
T#0011 TRAN 6402 10/06/99 12:08:00
#2534 TB #-99-945100
COOK COUNTY RECORDER

TRUST DEED

UNOFFICIAL COPY

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made 4-1-94, 19, between ROSE ABRAMS 99945100

herein referred to as "Grantors", and Damon A. Riehl of 8131 UST Fwy, Ste 400, Dallas, TX, Illinois, herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to ARCHWAY CONST CO INC, herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of EIGHTEEN THOUSAND FIVE HUNDRED THIRTY SEVEN dollars AND 60/100 Dollars (\$). 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 96 consecutive monthly installments: 95 at \$ 193.10, followed by 1 at \$ 193.10, followed by N/A at \$ N/A, with the first installment beginning on 6/10 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 1962 N. CUYABOVAN, CHICAGO, IL, 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 \$ 11,300.00. The Contract has a Last Payment Date of 5/10/02, 19.

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 10 IN BLOCK 4 IN MANISON STREET ADDITION TO CHICAGO, A SUBDIVISION IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED SEPTEMBER 26, 1889 IN 28 OF PLATS, PAGE 17, IN COOK COUNTY, ILLINOIS. PIN # 16-15-212-028. Commonly known as 4322 W. JACKSON BLVD., CHICAGO, IL 60624

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, his 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.

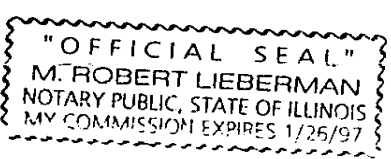
COVENANTS, CONDITIONS AND PROVISIONS

- 1. 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; (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 to 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.
2. 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 to 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.
3. 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.
4. In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act herebefore 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 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. 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.

X Rose J. Abrams (SEAL) _____ (SEAL) _____ (SEAL) _____ (SEAL)

STATE OF ILLINOIS, Cook County of Cook. I, M. ROBERT LIEBERMAN, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROSE ABRAMS



who IS personally known to me to be the same person whose name IS subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that SITE signed and delivered the said instrument as HER free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this 1st day of April, A.D. 1994. M. Robert Lieberman Notary Public

This Instrument was prepared by 99945100

Damon A. Riehl 1962 N. CUYABOVAN CHICAGO, IL COOK

23 SU 23 KW