

When Recorded Mail To:  
First American Title Insurance  
3 First American Way  
Santa Ana, CA 92703  
Attn: Robert Sellers

947507



Prepared by:

And when recorded mail to:  
Litton Loan Servicing L.P.  
Attention: Lela Derouen  
5373 W. Alabama Suite 600  
Houston, TX 77056

ASSIGNMENT OF MORTGAGE / DEED OF TRUST

Loan No. 8007643  
Prior No. BUY 044

KNOW ALL MEN BY THESE PRESENTS:

THAT The Bank of New York, as Trustee under the Pooling and Servicing Agreement, dated as of November 1, 1999, among Credit Based Asset Servicing and Securitization LLC, Financial Asset Securities Corp., Litton Loan Servicing LP and The Bank of New York, C-BASS Mortgage Loan Asset-Backed Certificates, Series 1999-CB5, without recourse ("Assignor") whose address is 101 Barclay St., New York, NY 10286, for value received, does by these presents grant, bargain, sell, assign, transfer and set over unto: Credit Based Asset Servicing and Securitization LLC, without recourse ("Assignee") whose address is 335 Madison Ave., New York, NY 10017, all of Assignor's right, title and beneficial interest in and to that certain Deed of Trust describing land therein, recorded in the County of COOK, State of IL as follows:

NAME OF BORROWER	DATE EXECUTED	DATE RECORDED	INSTRUMENT NUMBER	BOOK	PAGE	LOAN AMOUNT
JOE D. PRIDE AND ANNIE MAE PRIDE	07/16/99	07/23/99	99704153	6547	0147	\$82,400.00

TRUSTEE:

BENEFICIARY: ONE STOP MORTGAGE, INC.

PROPERTY ADDRESS: 1828 GREY AVE., EVANSTON, IL 60201

TAX ID: 10-13-116-083

TOGETHER with the note therein described and the moneys due and to become due thereon, interest and a torney's fees and all other charges.

THIS ASSIGNMENT is made without recourse, representation or warranty, express or implied.

IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed as of this 14<sup>th</sup> day of November, 2001 by a duly authorized officer.

The Bank of New York, Trustee Series 1999-5

Witness: Carlos Gauna  
Carlos Gauna

By: Lela Derouen  
Lela Derouen, AVP for Litton Loan Servicing LP  
Attorney-in-Fact for The Bank of New York

Witness: April Edens  
April Edens

1 009

47  
P3  
15  
M-7  
JFK



**UNOFFICIAL COPY**

LOT 1 IN WILLIS RESUBDIVISION OF LOTS 89 TO 96 BOTH INCLUSIVE IN BLOCK 4  
IN J.S. HOVLANDS EVANSTON SUBDIVISION OF THE SOUTHEAST 1/4 OF THE  
NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
A.P.N. #: 10-13-116-083

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which has the address of

("Property Address");

1528 GREY AVENUE, EVANSTON, ILLINOIS 60201

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

J.R.P. A.M. P.

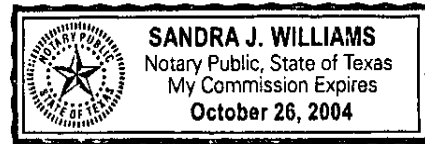
State of: Texas

County of: Harris

On the 14<sup>TH</sup> day of November, 2001, before me SANDRA J. WILLIAMS, a notary public, in and for said state and county, personally appeared LELA DEROUEN, AVP FOR LITTON LOAN SERVICING LP, ATTORNEY-IN-FACT FOR THE BANK OF NEW YORK, TRUSTEE SERIES 1999-5, 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 within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Sandra J. Williams



PROCESSED BY COOK COUNTY CLERK'S OFFICE