## UNOFFICIAL COPOSTO671

2003-03-18 10:29:47

Cook County Recorder

28.50

Recording Requested By: When Recorded Return To: accupost Corporation 8742 Lucent Blvd. 5<sup>th</sup> Floor Highlands Ranch, CO 80129-2371

Tracking No: 6620769/MCDONNELL Deal: COND/FN0107 Doc EMC ASGN 1

MIN#100022100066207697



## ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, FIXST NATIONAL BANK OF NEVADA, the undersigned holder of a (n) Mortgage (herein "Assignor)" whose address is 14655 N KIERLAND BLVD., #201, SCOTTSDALE, AZ 85254 does hereby grant, assign, transfer and convey, without recourse unto MORTGA GE ELECTRONIC REGISTRATION SYSTEMS, INC., ITS SUCCESSORS AND ASSIGNS, AS NOMINEE FOR EMC MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS, whose address is P.O. BOX 2026, FLINT, MICHIGAN 48501-2026 (herein "Assignee") without recourse, representation or warranty, all beneficial interest under a certain Mortgage dated 10/05/2001, made and executed by Borrowers:

PATRICK W. MCDONNELL AND KAREN MCDONNELL, HUSBAND AND WIFE in which Mortgage is of record in:

Book/Volume: N/A
Page No.: N/A

Instr/Ref: 0011103868

Original Lender: ST. FRANCIS MORTGAGE CORPORATION

Recording Date: 11/26/2001

Original Loan Amount: \$230,000.00

Property Address: 962 RICHMOND COURT, ELK GROVE VILLAGE, 3L 60007

PIN: 07 36 310 010

in the Records of COOK County in the State of ILLINOIS

LEGAL DESC: SEE ATTACHED LEGAL DESCRIPTION

TOGETHER with the note or bond secured thereby, the note or bond evidencing said indebtednes. I aving this date been transferred together with Assignor's right, title and interest in and to said Mortgage, all without recourse, or warranty, the property herein described and the indebtedness thereby secured.

All other existing legal or equitable rights, interests and remedies in or with respect to the Mortgage and/or the Nove 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 judgments related thereto.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.



## **UNOFFICIAL COPY**

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered, effective November 1, 2002.

FIRST NATIONAL BANK OF NEVADA 14635 N KJERLAND BLVD., #201, SCOTTSDALE, AZ 85254

By:

EA WOLNOSKI, VICE PRESIDENT

STATE OF ARIZONA)
COUNTY OF MARICOPA)

On December 4, 2002, before me, the undersigned Notary Public in and for said State, personally appeared BEA WOLNOSKI, VICE PRESIDENT of FIRST NATIONAL BANK OF NEVADA, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to me within instrument who acknowledged that he/she is the authorized BEA WOLNOSKI of FIRST NATIONAL BANK OF NEVADA, whose address is 14635 N KIERLAND BLVD., #201, SCOTTSDALE, AZ 85254, and who 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 ac ed, executed the instrument.

Witness My Hand and Official Seal.

Notary Public: MICHELE A. LIEBERMAN

My Commission Expires: 06/15/2006

MIN# 100022100066207697

MERS VRU TELEPHONE #: 1-888-679-6377

OFFICIAL SEAL
MICHELE A. LIEBERMAN
NOTARY PUBLIC-ARIZONA
MAI ICOPA COUNTY
My comm. Expires June 15, 2006



6620769

(O) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

## TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the County [Type of Recording Jurisdiction]

of Cock

[Name of Recording Jurisdiction]:

LOT 10 IN BLOCK 16 IN WINSTON GROVE SECTION 23 SOUTH, BEING A SUBDIVISION IN PARTS OF SECTIONS 35 AND 36, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEROF RECORDED MARCH 30, 1977 AS DOCUMENT 23869152, IN COOK COUNTY, ILLINOIS. H - COUNTY COUNT

Parcel ID Number:

which currently has the address of

(Street)

962 Richmond Courc Elk Grove Village

(City). Illinois 60007

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter crecied 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 understands and agrees that MENS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the 119.11 to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items

6A (IL) (0010)

Page 3 of 15

Form 3014 1/01