

# UNOFFICIAL COPY



Prepared by and return, recorded, to:  
Agnes Lasher  
Wachovia Mortgage Corporation  
1100 Corporate Center Drive – NC 4723  
Raleigh, NC 27607

Doc#: 0418217184  
Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 06/30/2004 02:24 PM Pg: 1 of 3

## ASSIGNMENT OF MORTGAGE

WMC No. 7481834

State of ILLINOIS  
County of COOK

*Know All Men By These Presents:*

That COLUMBIA MORTGAGE & FUNDING CORP., whose principal place of business is 5635 W. Belmont Avenue, Suite 2 West Chicago, IL 60634 acting herein by and through its duly authorized officers, hereinafter called transferor, for and in consideration of TEN AND NO/100 DOLLARS CASH AND OTHER VALUABLE CONSIDERATION, to it in hand paid by Mortgage Electronic Registration Systems, Inc., P.O. Box 2026, Flint, MI 48501-2026, its successors and assigns as nominee for WACHOVIA MORTGAGE CORPORATION, 1100 Corporate Center Drive, Raleigh, NC 27607-5066, its successors and assigns hereinafter called transferee, the receipt of which is hereby acknowledged, has this day Sold, Conveyed, Transferred, and Assigned and by these presents does Sell, Convey, Transfer and Assign unto the transferee the hereinafter described indebtedness.

AND Transferor further Grants, Sells, and Conveys unto the transferee, all the rights, title, interest, and liens owned or held by the transferor in the hereinafter described land by virtue of said indebtedness here in conveyed and assigned.

TO HAVE AND TO HOLD unto the said transferee, transferee's successors and assigns the following described indebtedness together with all and singular the following mentioned lien and any and all liens, rights, equities, remedies, privileges, titles, and interest in and to said land, which transferor has by virtue of being legal holder and owner of said indebtedness.

### SAID INDEBTEDNESS, LIENS AND LAND BEING DESCRIBED AS FOLLOWS:

One certain promissory note executed by EVELYN MARTINEZ, single, and payable to the order of COLUMBIA MORTGAGE & FUNDING CORP. in the sum of \$123,000. dated MAY 31, 2003 and bearing interest, and due and payable in monthly installments as therein provided.

Said note being secured by Security Instrument of even date therewith duly recorded as Instrument # 0317702098 the public records of COOK COUNTY, ILLINOIS and secured by the liens therein expressed on the following described lot, tract, or parcel of land lying and being situated in COOK COUNTY, ILLINOIS to wit:

**SEE LEGAL DESCRIPTION ATTACHED**

PROPERTY ADDRESS: 4851 W. ST. PAUL AVE. CHICAGO, IL. 60639  
240462 (05/00).[04622] Assignment to MERS – no witnesses

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Executed, this 24<sup>th</sup> day of JUNE 2004.

COLUMBIA MORTGAGE AND FUNDING CORP.

ATTEST: \_\_\_\_\_  
Title

BY: \_\_\_\_\_  
Authorized Officer

JAN CZOSNYKA  
PRES.

State of Illinois

County of Cook

BEFORE ME, the undersigned, a Notary Public in and for the state aforesaid, on this day personally appeared JAN CZOSNYKA, Authorized Officer of COLUMBIA MORTGAGE AND FUNDING CORP. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that this person executed the same for purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

Given Under My Hand and Seal of Office this the 24<sup>th</sup> day of JUNE 2004.

SEAL



Angela Zelazny  
Notary Public in and for  
The State of Illinois

And the County of COOK

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

MIN: 100013700074818343

MERS Telephone: 1-888-679-6377

240462(05/00).[04622} Assignment to MERS – no witnesses

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(H) "**Applicable Law**" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "**Community Association Dues, Fees, and Assessments**" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "**Electronic Funds Transfer**" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "**Escrow Items**" means those items that are described in Section 3.

(L) "**Miscellaneous Proceeds**" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "**Mortgage Insurance**" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "**Periodic Payment**" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "**RESPA**" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "**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 Lender and Lender's successors and assigns the following described property located in the

COUNTY of COOK

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT 9 IN R.A. CEPEK'S RESUBDIVISION OF LOTS 1 TO 24 INCLUSIVE AND 42 TO 66 INCLUSIVE IN BLOCK 4 IN THE SUBDIVISION OF THAT PART OF SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF WEST 26.60 CHAINS AND SOUTH OF GRAND AVENUE, IN COOK COUNTY, ILLINOIS.  
A.P.N. #: 13-33-417-010-0000

which currently has the address of 4851 W. ST. PAUL AVE.

CHICAGO  
[City]

, Illinois

[Street]

60639 ("Property Address"):

[Zip Code]

