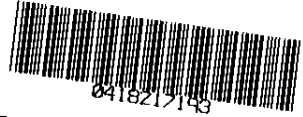


UNOFFICIAL COPY

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



Doc#: 0418217193
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. 7463880

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 2020, 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 herein 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 prommissory note executed by DONALD E. FLEMING and PATSY D. FLEMING, husband and wife, and payable to the order of COLUMBIA MORTGAGE & FUNDING CORP. in the sum of \$55,000, dated APRIL 07, 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 # 0313005149 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: 4955 W. MONTANA CHICAGO, IL. 60639
240462 (05/00).[04622] Assignment to MERS - no witnesses

(Page 1 of 2 pages)

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Executed this 24th day of June 2004.

COLUMBIA MORTGAGE AND FUNDING CORP.

ATTEST:

Title

BY:

Authorized Officer

Jan Czornyka
Pres

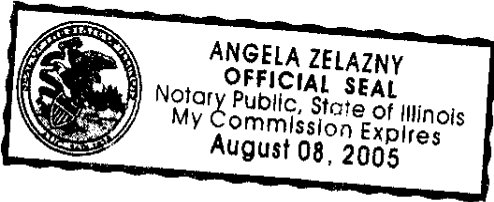
State of Illinois

County of Cook

BEFORE ME, the undersigned, a Notary Public in and for the state aforesaid, on this day personally appeared JAN CZORNYKA, 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 24th 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: 100013700074638808

MERS Telephone: 1-888-679-6377

240462(05/00).[04622] Assignment to MERS - no witnesses

UNOFFICIAL COPY

- (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 clearinghouse transfers, transfers initiated by telephone, wire transfers, and automated teller machine transactions.
- (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 the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amount under Section 3 of this Security Instrument.
- (N) "Periodic Payment" 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.
- (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

[Type of Recording Jurisdiction] COUNTY of COOK [Name of Recording Jurisdiction]
 LOT 23 (EXCEPT THE WEST 4 FEET THEREOF) AND LOT 22 (EXCEPT THE EAST 16 FEET THEREOF) IN BLOCK 15 IN EDWARD F. KENNEDY'S RESUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
 A.P.N. #: 13-28-430-002

which currently has the address of 4955 W. MONTANA
 CHICAGO, Illinois

60639 ("Property Address");
 [Zip Code]

