

UNOFFICIAL COPY

LOAN NUMBER: 0004354454

ASSIGNMENT OF MORTGAGE AND PROMISSORY NOTE

FOR VALUE RECEIVED, National City Mortgage, a division of National City Bank of Indiana, a National Banking Association, 3232 Newmark Drive, Miamisburg, Ohio 45342, hereby sells, transfers, sets over, and assigns to:

National City Mortgage Co., a subsidiary of National City Bank of Indiana

National City Mortgage, a division of National City Bank of Indiana entire right, title, and interest in and to the following described mortgage (the Mortgage) and promissory note (the Promissory Note) which are dated November 10, 2005, and are in the original principal amount of \$ 41,400.00. The Mortgage is described and identified by the following name(s) of the mortgagor(s), the date of recording, instrument number, and/or book number as recorded in Cook County, Illinois:

<u>Parcel # 29-22-416-005</u>	<u>INSTRUMENT</u>	
<u>MORTGAGOR(S)</u>	<u>NUMBER</u>	<u>BOOK & PAGE</u>
<u>LOUIS TATE JP</u>	<u>0535306005</u>	
<u>JACKIE A TATE</u>	<u>Recorded: 12-19-2005</u>	

See Attached

IN TESTIMONY WHEREOF, said National City Mortgage, a division of National City Bank of Indiana has hereunto set its hands this 6 day of January, 2006

WITNESS:

L. McKenzie
A Rossett
L MCKENZIE
A ROSSETT

National City Mortgage, a division of National City Bank of Indiana

By: Angela Tegtmeyer
 Name: **ANGELA TEGTMEYER**
 Title: **DELIVERY SHIPPER**

STATE OF OHIO)
) SS:
 COUNTY OF MONTGOMERY)

On this 6 day of January, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ANGELA TEGTMEYER, the DELIVERY SHIPPER for an on behalf of National City Mortgage a division of National City Bank of Indiana and duly authorized to do so acknowledged the execution of the foregoing Assignment of Mortgage and Promissory Note as its voluntary act and deed for the uses and purposes therein contained.



KATHLEEN LEWIS
 Notary Public

My Commission Expires: 01/06/2009 My County of Residence: MONTGOMERY

~~This Instrument Prepared by:~~ NATIONAL CITY BANK OF INDIANA.
~~Return to:~~ National City Mortgage City Bank of Indiana
P.O. Box 8800
Dayton, OH 45401-8800



Doc#: 0624358149 Fee: **\$46.50**
 Eugene "Gene" Moore RHSP Fee: **\$10.00**
 Cook County Recorder of Deeds
 Date: 08/31/2006 02:15 PM Pg: 1 of 2

ASSINTM (02/05)
 When Recorded, Mail and Return To:
 HSBC Mortgage Services
 577 Lamont Rd.
 P.O. Box 1247
 Elmhurst, IL 60126

#12810024

GNO

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#12810024
 Lender the following described property located in the County of Cook
 State of Illinois:

Lot 98 in Chapman's 6th addition to Tulip Terrace, being a subdivision of part of Lot 7, in County Clerks Division of the Southeast Quarter (1/4) of section 22 (recorded September 12, 1888) and also part of Lot 3 and all of Lot 4 in Owners Subdivision of part of the East Half (1/2) of the Southeast Quarter (1/4) of Section 22 together with that portion of said East half (1/2) of the Southeast Quarter (1/4) of Section 22 described as beginning at the Southwest corner of aforesaid Lot 4 in Owners Subdivision; Thence East to the Southeast corner of said Lot 4; thence South to the North line of aforesaid Lot 3 in Owners Subdivision thence West to the Northwest corner of said Lot 3 in Owners Subdivision thence West to the Northwest corner of said Lot 3; thence North to the point of Beginning all in Township 36 North, Range 14 East of the Third Principal meridian, according to the plat of said Chapman's 6th addition to Tulip Terrace registered in the Office of the Registrar of Titles of Cook County, Illinois on February 6, 1963 as Document Number 2076742.

Parcel ID #: _____
 which has the address of 16645 SCHOOL ST (Street)
 SOUTH HOLLAND 60473 (City), Illinois (ZIP Code) ("Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.