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Doc#: 0709917103 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/09/2007 03:05 PM Pg: 1 of 4

Property

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ASSIGNMENT OF MORTGAGE

500014366593
90093482
DG-19 Box 3

FOR VALUE RECEIVED, the undersigned Assignor hereby grants, assigns and transfers, without recourse, to Wachovia Bank N.A., whose address is _____

_____, (Assignee), all beneficial interest under that certain mortgage dated September 9, 2006, executed by PETER MUI whose address is 2206 W HIGHLAND AVENUE #2, CHICAGO, Illinois 60659 ; ("Mortgagor") to DEEPGREEN FINANCIAL, INC. whose address is 22901 MILLCREEK BLVD, SUITE 500, HIGHLAND HILLS, Ohio 44122 and is recorded on 10/13/2006, filed for record in Book _____, records of County of COOK, State of Illinois, with recorder's entry number 06-28621099 covering the following described real property:

2206 W HIGHLAND AVENUE #2, CHICAGO, Illinois 60659
together with the note(s) thereby and described therein, and all sums of money due and to become thereon.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Assignment, each Assignor acknowledges reading, understanding, and agreeing to all its provisions.

DEEPGREEN FINANCIAL, INC.

By: Ronald L. Fisher Date _____
Its: Vice President

Mail To: American Docs
250 Commerce 2nd Floor
Irvine, CA 92602

Witnessed by:
Carmen Payne-Guillon Date _____
Name: Carmen Payne-Guillon

Emily Knippenberg Date _____
Name: Emily Knippenberg

Handwritten initials and signatures at the bottom right corner.

UNOFFICIAL COPY 500014366593

BUSINESS ACKNOWLEDGMENT

STATE OF MARYLAND)
~~ILLINOIS~~)
COUNTY OF FREDERICK)

This instrument was acknowledged on the 9th day of September, 2006, by: Ronald L. Fisher,
~~Vice President~~ on behalf of DEEPGREEN FINANCIAL, INC., a(n) Licensed Mortgage Lender, who
personally appeared before me.

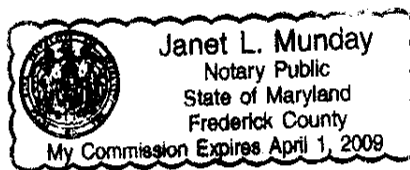
In witness whereof, I hereunto set my hand and official seal.

My commission expires: _____

Janet L. Munday

Notary Public

(Official Seal)



Property of Cook County Clerk's Office

THIS INSTRUMENT PREPARED BY:
DEEPGREEN FINANCIAL, INC.
22901 MILLCREEK BLVD
HIGHLAND HILLS, OH 44122

When recorded mail to: Heather McCusker
American Documents
250 Commerce 2nd Floor
Irvine, CA 92602
888-477-4780

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LOAN NUMBER 500014366593

MORTGAGE

THIS MORTGAGE ("Security Instrument") is made on September 9, 2006. The mortgagor is PETER MUI, whose address is 2206 W HIGHLAND AVENUE #2, CHICAGO, Illinois 60659 ("Borrower"). Borrower is not necessarily the same as the Person or Persons who sign the Note. The obligations of Borrowers who did not sign the Note are explained further in the section titled **Successors and Assigns Bound, Joint and Several Liability, Accommodation Signers**. This Security Instrument is given to DLEPGREEN FINANCIAL, INC., which is organized and existing under the laws of the State of Delaware and whose address is 22901 MILLCREEK BLVD, SUITE 500 HIGHLAND HILLS, Ohio 44122 ("Lender"). PETER MUI owes Lender the principal sum of Ninety Thousand and 00/100 Dollars (US \$90,000.00), which is evidenced by the note, consumer loan agreement, or similar writing dated the same date as this Security Instrument (the "Note"), which provides for monthly payments ("Periodic Payments"), with the full debt, if not paid earlier, due and payable on September 13, 2036. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument under the provisions of the section titled **Protection of Lender's Rights in the Property**, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt, does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

Address 2206 W HIGHLAND AVENUE #2, CHICAGO, Illinois 60659

Legal Description ALL THAT PARCEL OF LAND IN COUNTY OF COOK, STATE OF ILLINOIS AS MORE FULLY DESCRIBED IN BOOK 3513 PAGE 0155 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: PARCEL 1 UNIT NO 2 IN 2206 WEST HIGHLAND CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 14 IN BLOCK 1 IN WILLIAM L. WALLEN'S RESUBDIVISION OF VACATED WILLIAM L. WALLEN FABER ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 13, 2002 AS DOCUMENT NUMBER 0020546338 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. PARCEL 2 THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-4 A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY

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ATTACHED TO THE DECLARATION AFORESAID AS DOCUMENT NO 0020546338
 SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS, OR
 MINERAL RIGHTS OF RECORD, IF ANY APN 14-06-103-017-1003
 Parcel ID/Sidwell Number 14-06-103-017-1003

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.

Borrower and Lender covenant and agree as follows:

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

Applicable Law. As used in this Security Instrument, the term "Applicable Law" shall mean 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.

Funds for Taxes and Insurance. At Lender's request and subject to Applicable Law, Borrower shall pay to Lender on the day periodic payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly tax 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 the paragraph titled **Mortgage Insurance** 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. Section 2601 et seq. ("RESPA"), unless another Applicable 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.

If the Funds held by Lender exceed the amounts permitted to be held by Applicable Law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of Applicable Law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in