UNOFFICIAL COPY

RECORD AND RETURN TO: GMAC MORTGAGE LLC ATTN HELEN KAYLE/CRT Dept. 3451 HAMMOND AVE WATERLOO IA 50702



0731304115 Fee: \$26.50 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 11/09/2007 01:32 PM Pg: 1 of 2

GMAC # 0601710217/CARLOS MERS #100037506017102170

> This Space Reserved for Recording Information ASSIGNMENT OF MORTGAGE

For value received, TAMAYO FINANCIAL SERVICES INC., 16123 S. LAGRANGE RD, ORLAND PARK IL 60467, hereby sells, assigns, and transfers to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ITS SUCCESSORS AND ASSIGNS, 1595 SPRING HILL RD STL 310, VIENNA VA 22182, its successors and assigns all its right, title and interest to a certain Mortgage described as follows:

EXECUTION DATE:

11/8/2006

ORIGINAL BORROWER:

CRUZ CARLOS AND GUILLERMINA CARLOS, HUSBAND AND WIFE

ORIGINAL LENDER:

TAMAYO FINANCIAL SERVICES INC.

COUNTY:

COOK

STATE: RECORDING DATE: **ILLINOIS** 1113012006

DOC/INST NUMBER:

D633457019

PARCEL NUMBER:

13-27-312-027-0000

PROPERTY ADDRESS:

4722 W DEMING PLACE, CHICAGO LL 50639

LEGAL DESCRIPTION:

SEE ATTACHED LEGAL DESCRIPTION

Signed October 11, 2007

TAMAYO FINANCIAL SERVICES INC.

LUIS TAMAYO, SECRETARY

State of ILLINOIS County of COOK

Clort's Office On this October 11, 2007, before me, a Notary Public in and for the above county and state, personally appeared Luis Tamayo, who being by me known to be the Secretary of said company that the seal affixed to the said instrument is the seal of said company by authority of its board of directors, and they acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it voluntarily executed.

DANIEL PERNA

Notary Public in and for said County and State

My Commission Expires: 5/25/2008

Prepared by: Helen Kayle, GMAC Mortgage LLC, 3451 Hammond Ave, Waterloo IA 50702

Official Seal Daniel Pema Notary Public State of Illinois My Commission Expires 05/25/08

0731304115 Page: 2 of 2

C/Option Office

UNOFFICIAL COPY

2101-13307

D/000 (3) "Electronic Funds Transfer" means any trans ar c. 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 multitution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, autonated let' a machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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

(L) "Miscellaneous Proceeds" means any componsation, settlement, ward 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 1 or 0 the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value of nondition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayor at A, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principe' a u 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. as 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 Sect dy instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related "" to ge 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 c. m. and party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument accures 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 spagas the following described property located in the COUNTY (Type of Recording

LOT 25 AND THE WEST 9 FRET OF LOT 26 IN BLOCK 13 IN S.S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTEWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 13-27-312-027-0000

which currently has the address of 4722 WEST DEMING PLACE, CHICAGO, Illinois 60639 (herein "Property Address").

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 seised of the estate hereby conveyed and has the right to murtigage, 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 Churges, and Lute Churges. Borrower

ILLINOIS-Single Family-Panale Man/Freddie Mac UNIFORM INSTRUMENT

323.56