## **UNOFFICIAL COPY**



Doc#: 0928018080 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 10/07/2009 04:33 PM Pg: 1 of 3

Recording Requested By/Return To: Julie Duarte Green Tree Servicing LLC 7360 S. Kyrene Road Tempe, AZ 85283

### ASSIGNMENT OF MORTGAGE

Acct No. 89197947 PIN #: 13-12-218-023-0090

MIN: 100526500054981517 MERS Phone: 1-888-679-6377

FOR VALUE RECEIVED, Maragage Electronic Registration Systems, Inc. ("MERS") as nominee for BankUnited, FSB, whose address is P.O. Box 2026, Flint, MI 48501-2026 its successor and assigns, hereby assign and transfer to Green Tree Servicing LL.C, whose address is 7360 S Kyrene Rd Tempe, AZ 85283 its successor and assigns, all its right, title and interest in and to a certain Mortgage executed by Eduard P Paraschiv, a single man, bearing the date of 3 day of April, 2095 and recorded on the 18 day of April, 2008 in the office of the Recorder of Cook County, State of IL in Book, Valuese, or Liber No. n/a, at page n/a, or as No. 0810956010.

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on September 24, 2009.

Morigage Electronic Registration System, Inc. ("MERS") as pominee for BankUnited, FSB

Diffice.

Monica Medina, Assistant Secretary

Witness: Manuel Gomez

Witness: Lisa Palomarez

State of Arizona County of Maricopa

On September 24, 2009, before me, the undersigned, personally appeared Monica Medina, Assistant Secretary for Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for BankUnited, FSB, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the state of Arizona, and the county of Maricopa.

Julie Duarte Notary Public



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# **UNOFFICIAL C**

This instrument was prepared by:

Name: TAMMY THOMAS

Address:

BANKUNITED, FSB 1900 EAST GOLF ROAD SUITE 1200, SCHAUMBURG, IL, 60173

After Recording Return To: BANKUNITED, FSB ATTN: POST CLOSING 7815 NW 148 5 (REET MIAMI LAKES, FL 23016



Doc#: 0810956010 Fee: \$64.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 04/18/2008 09:49 AM Pg: 1 of 15

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### MORTGAGE

MIN: 1005265000549819

**DEFINITIONS** 

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage (f words used in this document are also provided in Section 16.

(A) "Security Instrument" means this docume it, which is dated April 03, 2008 Riders to this document.

, together with all

(B) "Borrower" is EDUARD P PARASCHIV A SINGLE MAN

Borrower is the mortgagor under this Security Instrument.

- (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mort gager under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telepinone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (D) "Lender" is BankUnited, FSB Lender is a CORPORATION the laws of UNITED STATES OF AMERICA 7815 NW 148 STREET, MIAMI LAKES, Florida 33016

organized and existing under Lender's address is

(E) "Note" means the promissory note signed by Borrower and dated April 03, 2008 states that Borrower owes Lender One Hundred Eighty Nine Thousand and no/100 . The Note

Dollars (U.S. \$189,000.00

) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 01, 2038

- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

ILLINOIS—Single Family—Fannic Mac/Freddie Mac UNIFORM INSTRUMENT

Form 3014 1/01

ITEM 9608L1 (0609) **MFIL3115** 

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#### 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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the

COUNTY

of

COOK

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

#### SEE ATTACHED LEGAL DESCRIPTION MADE A PART HERETO.

13-12-218-023-0000

which currently has the address of

2400 WEST BALMORAL AVENUE, Unit 1E

[Street]

CHICAGO [City] . Il inois

**60625** [Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now conservation 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 understands and agrees that MERS holds only legal title to the interests granted by For ower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised 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 conveyed and has the right to mortgage, grant and convey the Property and that the Property against all claims and conveyed and has the right to mortgage, grant and convey the Property and that the Property against all claims and conveyed and has the right to mortgage, grant and convey the Property and that the Property against all claims and conveyed and has the right to mortgage, grant and convey the Property and that the Property against all claims and conveyed and has the right to mortgage, grant and convey the Property and that the Property against all claims and conveyed and has the right to mortgage.

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 Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and rate charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payment are insufficient to bring the Loan current. Lender may accept any payment or

ILLINOIS—Single Family—Famie Mac/Freddie Mac UNIFORM INSTRUMENT MERS ITEM 980813 (0609)

MFIL 3115

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