

# UNOFFICIAL COPY



Prepared By: **Stephanie Emmerling**  
After Recording Mail To:  
**Central Mortgage Company**  
801 John Barrow Road, Suite 1  
Little Rock, AR 72205

Doc#: 1026045031 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 09/17/2010 09:14 AM Pg: 1 of 4

Loan No: 9100005988  
MIN No.: 100070191000059881  
MERS PHONE: 1-888-679-6377

## LOST ASSIGNMENT OF MORTGAGE AFFIDAVIT AND INDEMNIFICATION AGREEMENT

PIN: 20-17-314-031

THIS LOST ASSIGNMENT OF MORTGAGE AFFIDAVIT AND INDEMNIFICATION AGREEMENT (this "Agreement") is made effective as of **September 1, 2010**, by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for CENTRAL MORTGAGE COMPANY ("Indemnitor") to and for the benefit of **Century Mortgage and Funding, Inc.** and its partners, directors, officers, agents, and employees referred to herein collectively as "Indemnitee".

### WITNESSETH

**WHEREAS**, Indemnitor is the owner and holds all of the right, title and interest in, to and under the Promissory Note (as hereinafter defined) pursuant to the terms of that certain Note;

**WHEREAS**, an Assignment of Mortgage is used to memorialize the transfer of interest to Indemnitor, or to a predecessor in interest of Indemnitor, and is customarily caused to be recorded in the office of the County Recorder of the county wherein the subject property is located.

**WHEREAS**, in this instance, the Assignment of the beneficial interest of the Mortgage (the "Assignment"), as herein defined, to the Indemnitor, or to a predecessor in interest of Indemnitor was not recorded in the office of the County Recorder of the county wherein the subject property is located.

**WHEREAS**, Indemnitor does not have possession of the Assignment, nor does Indemnitor have knowledge regarding the whereabouts of the Assignment, and furthermore Indemnitor has used due diligence and its best efforts to locate the Assignment.

**NOW THEREFORE**, Indemnitor represents, warrants and covenants as follows:

#### 1. Indemnitor's Representations.

- (a.) That Elaine Rogers, executing this Agreement on behalf of Indemnitor, is the Vice President of Indemnitor and has the power and authority to enter into this Agreement and to execute same on behalf of Indemnitor;
- (b.) That as of the date hereof, Indemnitor is the sole owner of the loan evidenced by that certain Promissory Note dated **November 8, 2000** in the original principal amount of **\$58,400.00** (the "Note"), executed by:

**DIONNDRA BAGGETT AND DERICK HILL, HUSBAND AND WIFE**

(the "Borrower") and payable to the order of **Century Mortgage and Funding, Inc.** and duly endorsed to Indemnitor, the holder in due course, and secured by that certain Mortgage or Deed of Trust recorded on **December 1, 2000** as Instrument No. **00941511** in Book --- Page --- in the official records of **Cook County**; Rerecorded on **April 24, 2002** as Instrument No. **0020470626** in the official records of **Cook County**;

S Yes  
P 4  
S NO  
M NO  
SC Yes  
E Yes  
INT Yes

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**Property Address: 6028 S. Elizabeth Street Chicago, Illinois 60636**

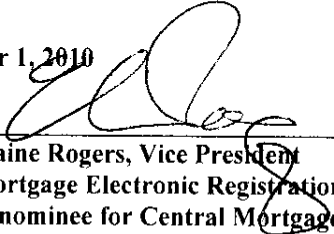
**Legal Description: \*\* See Attached Legal Description \*\***

- (c.) That the Assignment was duly executed and delivered by the Indemnitor's predecessor in interest but has been lost or misplaced, and Indemnitor has been unable to locate the Assignment despite diligent efforts to do so;
- (d.) That if the Assignment is located at any time hereafter Indemnitor shall immediately forward the Assignment to Indemnitee;
- (e.) That the Indemnitor warrants it has not assigned, pledged, sold, indorsed or in any way transferred or hypothecated the Note or any interest therein, and the Indemnitor retains full right, power and authority to sell, transfer and convey its interest in the Note.
2. **Indemnity.** Indemnitor shall indemnify, defend and hold harmless the Indemnitee from and against any and all liability, claims, demands, losses, damages or expenses, including, but not limited to, reasonable attorney's fees and cost, suffered by, incurred by or asserted against Indemnitee, or any of them, by reason of any claim by anyone that the representations and warranties set forth in Paragraph 1 hereof are false or inaccurate in any respect, or by reason of any claim that the Mortgage as set forth herein is unenforceable, insufficient, or
  3. **Indemnitee's Attorneys.** In the event of any litigation brought against the Indemnitee which is covered by Paragraph 2 above, Indemnitor agrees that the Indemnitee shall have the right, in their sole discretion, to select and retain any attorneys to advise or defend them against said litigation, and Indemnitor shall pay the reasonable attorney's fees and cost, as provided in Paragraph 2 above.
  4. **Joint and Several Liability.** The obligations of Indemnitor hereunder shall be joint and several.
  5. **Attorney's Fees.** In the event of any litigation between Indemnitor and Indemnitee arising out of the parties' respective rights and/or obligations under this Agreement, or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorney's fees and cost.
  6. **Construction.** This Agreement, or any instrument to be drafted in the future, shall be construed without regard to any presumption or rule requiring construction against the party drafting said Agreement.
  7. **Successors and Assigns.** This Agreement shall be binding on Indemnitor, their respective heirs, executors, administrators, successors and assigns, and shall inure to the benefit of Indemnitee and its respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Indemnitor has executed this Agreement effective as of the day and year as set forth below.

DATED: September 1, 2010

INDEMNITOR:

  
 Elaine Rogers, Vice President  
 Mortgage Electronic Registration Systems, Inc.  
 as nominee for Central Mortgage Company  
 P.O. Box 2026, Flint, MI 48501-2026

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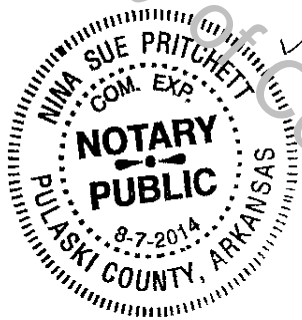
## ACKNOWLEDGMENT

STATE OF ARKANSAS       §  
COUNTY OF PULASKI     §

On this day, before the undersigned, a Notary Public duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **Elaine Rogers** to me personally well known, who stated that she is an officer of Mortgage Electronic Registration Systems, Inc. as nominee for Central Mortgage Company, duly authorized in her capacity to execute the foregoing instrument for and in the name of said corporation, and further stated and acknowledged that she has so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 1<sup>st</sup> day of **SEPTEMBER 2010**.

My Commission Expires:  
August 07, 2014



*Nina Sue Pritchett*

Notary Public, State of Arkansas  
Nina Sue Pritchett Notary Public  
Printed Name of Notary Public

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## LEGAL DESCRIPTION

Lot 12 in Block 2 in Staple's Subdivision of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 20-17-314-031

Property of Cook County Clerk's Office