

# UNOFFICIAL COPY

BOX 173



1030626099

RECORDING REQUESTED  
AND PREPARED BY:

T.D. Service Company  
1820 E. First St., Suite 300  
Santa Ana, CA 92705  
(714) 543-8372  
JENNIFER R FUENTES

Doc#: 1030626099 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/02/2010 11:07 AM Pg: 1 of 8

And When Recorded Mail To:  
T.D. Service Company  
1820 E. First St., Suite 300  
Santa Ana, CA 92705

Space above for Recorder's use

Customer#: 671 Service# 3575803AS1  
Loan#: 5999201



## ASSIGNMENT OF MORTGAGE

For good and valuable consideration the sufficiency of which is hereby acknowledged, PNC BANK, NATIONAL ASSOCIATION S/B/M NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK, 3232 NEWMARK DRIVE MIAMISBURG OH 45342-0000. By these presents does convey, grant, bargain, sell, assign, transfer and set over to: WELLS FARGO BANK, NA, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR THE RMAC TRUST, SERIES 2007-1, 751 KASOTA AVE MINNEAPOLIS MN 55414-0000. The described Mortgage, together with the certain note(s) described herein with all interest, all liens, and any rights due or to become due thereon. Said Mortgage for \$198,860.00 is recorded in the State of ILLINOIS, County of COOK Official Records, dated APRIL 30, 2008 and recorded on MAY 13, 2008, as Instrument No. 813445088, in Book No. --, at Page No. --. Original Mortgagor: TRUNELL ANTICIO DUKE A SINGLE PERSON. Original Mortgagee: NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY BANK. Legal Description: See Attached Exhibit. Property Address: 5916 S THROOP ST, CHICAGO IL 60636-0000. PIN# 20-17-305 029-0000.

Date: 8-23-2010

PNC BANK, NATIONAL ASSOCIATION S/B/M NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK, BY ROOSEVELT MORTGAGE ACQUISITION COMPANY, A ATTORNEY IN FACT

By: Karen Genneken  
Karen Genneken, Vice President

State of TEXAS }  
County of DALLAS } ss.

On \_\_\_\_\_, before me, the undersigned officer, a Notary Public, personally appeared Karen Genneken, who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal.

Notary Public

Record and Title  
Pierce and Associates  
1 N. Dearborn ST. FL 13  
Chicago, IL 60602-4321  
PB# 1007732

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## ACKNOWLEDGMENT

The State of Texas

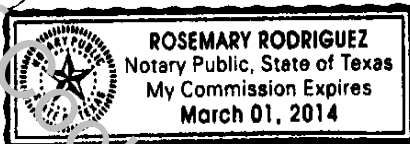
County of Dallas

Before me, **Rosemary Rodriguez** the undersigned, a Notary Public on this day personally appeared known to me (or proved to me on the oath of **Karen Genneken, Vice President, Attorney in Fact** to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said **PNC BANK, NATIONAL ASSOCIATION S/B/M NATIONAL CITY MORTGAGE CO. A DIVISION OF NATIONAL CITY BANK**, a corporation, and that she had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 23 day of August, A.D. 2010

Rosemary Rodriguez  
Notary Public, State of Texas  
Comm Exps: 03/01/2014

(PERSONALIZED SEAL)



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5999201

\*\*\* LOT 12 IN BLOCK 2 IN JAMES U. BORDEN'S SUBDIVISION OF THE  
NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE  
SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE  
14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.\*\*\*

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October 25, 2010

Pierce & Associates, P.C.  
One North Dearborn, Suite 1300  
Chicago, IL 60672

Dear Sir or Madam:

From time to time, we, UBS-SSG (the "Servicer"), will send to you (or have sent to you) mortgage loans for which you have agreed to commence and prosecute a foreclosure action. In connection with such foreclosure activities, one or more of the documents evidencing or otherwise relating to such mortgage loans ("Documents") will be delivered to you.

Whenever the Servicer sends you Documents to be covered by this letter agreement, it will send such Documents to you under a transmittal letter, the form of which is attached hereto as Rider A, identifying the specific documents delivered, and the mortgage loan(s) to which they relate, with a space at the end of the letter for you to sign and to acknowledge your receipt of such Documents. Upon your receipt of any such Documents, you hereby agree to fax to the Servicer, no later than three (3) Business Days after your receipt thereof, our transmittal letter, signed in the acknowledgment space by you, pursuant to which you (i) acknowledge receipt of the Documents listed in the transmittal letter, and (ii) acknowledge that with respect to such listed documents you are acting as bailee of the Servicer in accordance with the terms of this Attorney's Bailee Letter.

By signing this letter agreement below where indicated, (a) you agree that on and after the date hereof until you are otherwise notified by the Servicer, any Documents delivered to you as described above will be held by you as bailee for the Servicer, (b) you certify that, as of the date of your receipt of any Documents, you have not received notice of any interest of any other person or entity in such Documents or the related mortgage loans, (c) you agree that you will commence and diligently prosecute foreclosure proceedings with respect to the mortgage loan to which any such Documents relate and (d) you certify that if either you or your law firm has any security interest in the Documents or the mortgage loan to which those Documents relate you agree to waive any interest you or your firm may acquire therein at any time, whether arising pursuant to law or otherwise or to refuse delivery of such Documents and return them immediately to the Servicer.

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You agree to immediately give telephonic notice (followed by written notice) to the Servicer if you receive notice or any inquiry from any other person or entity of or with respect to any interest in the Documents or the related mortgage loan and you agree that you shall immediately notify each such person in writing, with a copy to the Servicer, of the prior interest of the Servicer therein.

This letter agreement supersedes any letter agreement or other agreement or arrangement that may exist between you and the Servicer. Notwithstanding any contrary understanding with you, the Servicer or any other person or entity, or any instructions to you from the Servicer, the Servicer or any other person or entity, you shall abide by the terms of this letter. No deviation in performance of the terms of any previous letter agreement between you and the Servicer shall alter any of your duties or responsibilities as set forth herein.

Because time is of the essence, please promptly sign and date the enclosed copy of this letter agreement and return it via overnight delivery service to the Servicer at the above address.

**NOTE: BY ACCEPTING THE MORTGAGE LOANS DELIVERED TO YOU WITH THIS LETTER, YOU CONSENT TO BE THE CUSTODIAN, AGENT AND BAILEE FOR THE SERVICER ON THE TERMS DESCRIBED IN THIS LETTER. THE SERVICER REQUESTS THAT YOU ACKNOWLEDGE RECEIPT OF THE ENCLOSED MORTGAGE LOANS AND THIS LETTER BY SIGNING AND RETURNING THE ENCLOSED COPY OF THIS LETTER TO THE SERVICER; HOWEVER, YOUR FAILURE TO DO SO DOES NOT NULLIFY SUCH CONSENT.**

Very truly yours,

[ \_\_\_\_\_ ]  
 Servicer

By   
 Name: Stephen Whitaker  
 Title:

## ACKNOWLEDGED AND AGREED:

By:

Print Name:

Date:

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Rider A



OCTOBER 25, 2010

Pierce & Associates, P.C.  
 One North Dearborn, Suite 1300  
 Chicago, IL 60602

Re: Mortgagor: Trunell Duke  
 Address of Property: 5916S THROOP ST. CHICAGO Illinois 60636  
 Loan Number: 7600001749

We refer to that certain letter (the "Attorney's Bailee Letter"), dated October 25, 2010, from us to you and signed by us (the "Servicer"), describing the terms under which you agreed to hold certain mortgage loan documents to be sent to you from time to time under the Attorney's Bailee Letter.

The following documents evidencing or otherwise relating to the above-referenced mortgage loans (collectively, the "Documents") are being sent to you under cover of this letter for the purpose of commencement and prosecution of a foreclosure action:

[LIST ONLY THOSE DOCUMENTS THAT ARE BEING SENT]

- (i) The [original] [copy of the] Mortgage Note.
- (ii) The [original] [copy] of the guarantee executed in connection with the Mortgage Note.
- (iii) The [original] [copy of the] Mortgage with evidence of recording thereon, or a certified copy thereof.
- (iv) The [originals] [copies] of all assumption, modification, consolidation or extension agreements (if any) with evidence of recording thereon, or certified copies thereof.
- (v) An [original] [copy of the] Assignment of Mortgage or blank. PNC to Wells Fargo Trust 2010-7T
- (vi) The [originals] [copies] of [identify any particular] intervening assignments of mortgage with evidence of recording thereon, or certified copies thereof.
- (vii) The [original] [copy of the] [attorney's opinion of title and abstract of title] or [the original mortgagee title insurance policy], [or if the original mortgagee title

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insurance policy has not been issued, the irrevocable commitment to issue the mortgagee title insurance policy [as marked by the title company or its authorized agent]], [or the preliminary title report for appropriate jurisdictions].

- (viii) The [original] [copy] of any security agreement, chattel mortgage or equivalent document executed in connection with the Mortgage Loan.
- (ix) The [original] [copy of the] power of attorney or other authorizing instrument [with evidence of recording thereon].
- (x) [Identify any other documents which may be sent].

Please sign this letter in the space provided below to indicate your acknowledgment of receipt of the documents listed above with respect to the mortgage loan(s) identified above, and to confirm that you will hold such documents as bailee for the Servicer under and in accordance with the terms of the Attorney's Bailee Letter. As required by the Attorney's Bailee Letter, please fax to the Servicer, a copy of this letter signed by you, not later than three (3) business days after your receipt of this letter. We appreciate your cooperation.

Sincerely yours,

By: 

Name: Stephen Whitaker

Title:

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**ACKNOWLEDGMENT:**

I acknowledge receipt of the Documents as listed above in this letter and of notice of the security interests in such documents described in the Attorney's Bailee Letter referred to above. I confirm the certifications made by me in the Attorney's Bailee Letter with respect to such documents and agree to act as bailee for the Servicer with respect to such documents on the terms set forth in the Attorney's Bailee Letter and to comply in all other respects with the terms of the Attorney's Bailee Letter.

---

Print Name:

Date:

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