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11/18/06 09 001 Page 1 of 3  
1999-10-06 15:51:11  
Cook County Recorder 25.50



99946429

**RECORD & RETURN TO:**  
**HAMILTON LOAN & REAL ESTATE**  
**9200 WEST CROSS DRIVE - SUITE 650**  
**LITTLETON, COLORADO 80123** )A

Loan #: 1785158

CBO3 113409210 ASSIGNMENT OF MORTGAGE

THE UNDERSIGNED, **EMC Mortgage Corporation**, whose principal address is 222 W. Las Colinas Blvd., Suite 600, Irving, Texas 75039, (**herein called "Assignor"**) and **Credit-Based Asset Servicing and Securitization, LLC**, whose principal address is 5373 W. Alabama, Suite 250, Houston, Texas 77056 (**herein called "Assignee"**), and in consideration for Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee, Assignor hereby assigns, transfers, sets over and conveys, without recourse to Assignee, its successors and assigns, the following:

1. That certain Mortgage dated 9/23/97 in the original amount of \$109150 made by **JOSEFINA CALDERON, AN UNMARRIED WOMAN, AND CRISTINA CALDERON, AN UNMARRIED WOMAN** which certain Mortgage was recorded as follows:

Book/Volume/Reel/Liber No. :  
Page Number :  
Instrument/Document No. : 97-766515  
Certificate No./Other Reference No. :  
Tax ID# (if required for recording) : 30-07-102-036  
Township/Borough (if required) :

Property Address: **306 MANISTEE AVE, CALUMET CITY 60409**  
**further described by legal description, hereby attached and incorporated by reference as Exhibit 'A'**

which was recorded on 10/15/97 in Cook County, IL ("Mortgage"), which Mortgage secures that certain Promissory Note dated 9/23/97 ("Note"); and

2. All other existing legal or equitable rights, interests and remedies in or with respect to the Mortgage and/or the Note and/or the proceeds thereof, including, but not limited to, escrow deposits, existing title insurance policies and hazard insurance policies, as well as causes of action and judgements related thereto.

Handwritten initials and signatures in the bottom right corner, including "SIV", "P3", "M4", "Jm", "E", and "2500".

Page 2-Assignment for EMC # 1785138

Together with the note or bond secured thereby, the note or bond evidencing said indebtedness having this day been transferred together with Assignor's right, title and interest in and to said Mortgage, all without recourse, or warranty, the property herein described and the indebtedness thereby secured.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered, effective the 9th day of February, 1999

EMC Mortgage Corporation

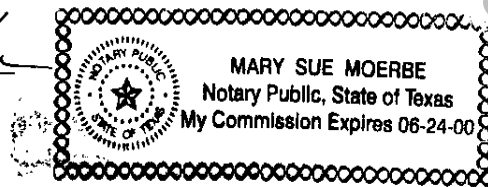
By: [Signature]  
Name: Janan Weeks  
Title: Vice President

State of Texas  
County of Dallas

On February 9th, 1999, before me, Mary Sue Moerbe, Notary Public, personally appeared Janan Weeks, personally known to me (or proven on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument who acknowledged that he/she is the authorized Vice President for EMC Mortgage Corporation and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument, the person or the entity on behalf of which the person acted, executed the instrument.

Witness my hand and official seal this 9th day of February, 1999

[Signature]  
Notary Public, Mary Sue Moerbe  
My Commission expires: 6/24/2000



Prepared By: RCG, Inc., 505 A San Marin Dr., Novato, CA 94945, (415)898-7200; S. Richardson

Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in COOK County, Illinois:

LOT 23 IN BLOCK 22 IN CALUMET CITY 2ND ADDITION, A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

99946429 Page 3 of 3

Parcel ID #: 30-07-102-036 which has the address of 308 MANISTEE AVENUE, CALUMET CITY Illinois 60409 (Street, City), (Zip Code) ("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 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.

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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.