DELAWARE COUNTY IOWA
FILED
2004 OC 15 AM 9: 38
BOOK 2004 PAGE 3882
DEBORAH L. FENTON
DELAWARE CO. RECORDER
17.00

Prepared by: Maria Dangro
1-877-766-8244 ext. 87469
Record and Return to:
ENV. Mortgage Services
PO Box 5449
3000 Leadenhall Rd
Mt Laurel, NJ 08054

{Space Above Line for Recording Info

Assignment of Deed of Trust or Mortgage

Record and Return to:
PHH Mortgage Services
3000 Leadenhall Road, P.O. Box 5449
Mt. Laurel, NJ 08054
Commit #: cs-2004-00801 PK MA
ID #: 360119966
Parcel # 610 000 403 300

Loan #: 0028124170
Name: COOKSLEY
State of: IA
County of: DELAWARE
MIN # 100020000281241707

Assignment of Deed of Trust or Mortgage

Know all men by these presents, that PHH Mortgage Services, 3000 Leadenhall Road, Mt. Laurel, NJ 08054, a Corporation existing under the laws of the State of New Jersey, for valuable consideration, the receipt of which hereby acknowledged, does hereby grant, bargain, sell, assign and transfer to:
Mortgage Electronic Registration Systems, Inc. ("MERS")
G4318 Miller Road
Flint, MI 48507

That certain Promissory Note, and Deed of Trust or Mortgage described as follows:
Note and Deed of Trust or Mortgage Dated: 07/22/2004
Amount: $77,500.00 Executed by: KIRT W COOKSLEY

Clerks file or instrument no: Recorded Date: 08/06/2004
Book: 2004 Volume: Page: 2996
Address: 108 SCHOOL ST, HOPKINTON, IA 52237
Describing land therein as described in Deed of Trust/Mortgage referred to herein.

Together with the Note therein or referred to, the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust or Mortgage.
Dated: 09/30/2004
Witnessed by: Pat Kaighn
Pat Kaighn

Prepared by: Maria Dangro
Maria Dangro
PHH Mortgage Services
3000 Leadenhall Road
Mt. Laurel, NJ 08054

PHH Mortgage Services
3000 Leadenhall Road
Mt. Laurel, NJ 08054
By:
Andrea Kanopka
Assistant Vice President

By: Barbara Halin
Barbara Halin
Assistant Secretary

State of New Jersey, County of Burlington
On 09/30/2004, before me, the undersigned, a notary public in and for said State and County, personally appeared Andrea Kanopka and Barbara Halin personally known to me or proved to me on the basis of satisfactory evidence to be Assistant Vice President and Assistant Secretary of the corporation that executed the within instrument, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the instrument pursuant to the its by-laws or resolution of its Board of Directors. Witness my hand and official seal in the State and County last aforesaid.

Candace Bugsch
Notary Public

Candace Bugsch
Notary Public of New Jersey
My Commission Expires: 03/10/2008

Candace Bugsch
Notary Public of New Jersey
My Commission Expires March 10, 2008

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 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 Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage 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 or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

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 irrevocably mortgages, grants and conveys to Lender, with power of sale, the following described property located in the COUNTY of DELAWARE COUNTYIA :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

The North one-half (N1/2) of Lot Ten (10) of LeRoy Jackson's Addition to Hopkinton, Iowa, according to plat recorded in Book 15 L.D., Page 415, except the South eighty (80) feet thereof.

Parcel ID Number: 610-000-403-300
108 SCHOOL ST.
HOPKINTON
("Property Address"):

which currently has the address of [Street]
[City], Iowa 52237 [Zip Code]

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 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.

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