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FILED NO. _____
BOOK 2001 PAGE 5295

2001 NOV 26 PM 1:53

REC \$ 10⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰



MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

Prepared By and When Recorded
Mail to:
Linda Petras/MidFirst Bank
2730 North Portland Avenue
Oklahoma City, OK 73107

Loan #: 0011198629
Name: SHAUT
State of: IA
County of: MADISON
ID #: 400188066

Investor #: 46044565

Assignment of Mortgage

Know all men by these presence, that *Cendant Mortgage Corporation, 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:

MidFirst Bank
999 N.W. Grand Boulevard
Suite 100
Oklahoma City, OK 73118

That certain Promissory Note and Mortgage described as follows:
Note and Mortgage Dated: 04/12/2000
Amount: \$54806 Executed by: JEFFREY A SHAUT

CONNIE S SHAUT

Clerks file or instrument no: 003847 Recorded Date: 04/13/2000
Book: 216 Volume: Page: 867
Address: 501LONG ST, PATTERSON, IA 50218

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 Mortgage .

***Formerly Doing Business as PHH US Mortgage Corporation**
***Formerly Doing Business as PHH Mortgage Services Corporation**

Dated: 10/08/2001
Witnessed by: Melissa Burger
Melissa Burger

*Cendant Mortgage Corporation
3000 Leadenhall Road
Mt. Laurel, NJ 08054
By: Melissa Siegel

Prepared by: Roni Johnson
Roni Johnson
*Cendant Mortgage Corporation
3000 Leadenhall Road
Mt. Laurel, NJ 08054

Melissa Siegel
Assistant Vice President
Brian Hill
Assistant Secretary

State of New Jersey, County of Burlington,
On 10/08/2001, before me, the undersigned, a notary public in and for said State and County, personally appeared Melissa Siegel and Brian Hill 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.

Michelle Appel
Notary Public



Michelle Appel
Notary Public of New Jersey
Commission Expires: 7/22/06

0011198629

LOAN NO. #0011198629

Security Instrument; and (c) 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 the Lender the following described property located in

Madison

County, Iowa:

This is a purchase money mortgage. Lot Eight (8) in Block Six (6). of the Original Town of Patterson, Madison County, Iowa.



which has the address of 501 Long Street,

Patterson

[Street, City],

Iowa

50218

[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."