

## ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE (hereinafter referred to as the "Assignment") is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter referred to as the "Assignor") for the benefit of \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter referred to Assignee)

### WITNESSETH:

**WHEREAS**, Assignor is the holder of that certain Mortgage together with the debt and Note secured thereby, in the original principal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) given by \_\_\_\_\_ as "Mortgagor", which Mortgage is recorded on the Public Records of \_\_\_\_\_ County, \_\_\_\_\_ at State of \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_ and which Mortgage encumbers and is a lien upon that certain real property described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Premises"); and,

**WHEREAS**, Assignor is desirous of assigning said Mortgage, together with the Note and the debt therein described, to Assignee; and

**WHEREAS**, Assignee is desirous of receiving and holding said Mortgage, together with the Note and the debt therein described, from Assignor.

**NOW, THEREFORE**, for and in consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) paid by Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor does hereby make the following assignment:

1. Assignment. Assignor has granted, bargained, sold, assigned, conveyed and transferred, and by these presents does grant, bargain, sell, assign, convey and transfer unto Assignee, its heirs, successors and assigns, forever all of its right, title and interest in, to and under said Mortgage described above, together with the debt and Note secured thereby; together with any and all rights, interests and appurtenances thereto belonging; subject only to any right and equity of redemption of said Mortgagor, its successors or assigns in the same.

2. Warranties and Representations. Assignor hereby warrants and represents that it is the present holder of the above described Mortgage and that there are no other holders of said Mortgage or any interest therein nor is there any default by mortgagor therein or in the note and debt secured thereby.

3. Governing Law. This Assignment shall be governed, construed and interpreted by, through and under the laws of the State of \_\_\_\_\_.

4. Headings. Paragraph headings contained herein are for convenience of reference only and are not to be used in the construction or interpretation hereof.

**IN WITNESS WHEREOF**, Assignor has executed and delivered this Assignment to Assignee on the date hereof.

Witnesses: "Assignor"

\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

THE FOREGOING instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

**NOTICE**

The information in this document is designed to provide an outline that you can follow when formulating business or personal plans. Due to the variances by many local, city, county and state laws, we recommend that you seek professional legal counseling before entering into any contract or agreement.

Sample Preview