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NORTHWEST INDIANA TITLE SERVICES, INC.
162 Washington Street
Lowell, Indiana 46356
769-0727 or 696-0100

ASSIGNMENT

STATE OF INDIANA
COUNTY OF LAKE

KNOW ALL MEN BY THESE PRESENTS:

915707

That **COMMONWEALTH MORTGAGE CORPORATION OF AMERICA** (formerly known as Commonwealth Mortgage Corporation) (Florida Corp.)

("Assignor"), acting herein by and through a duly authorized officer, the owner and holder of one certain promissory note for the sum of \$ 52,000.00 executed by

F. James Zubak, single

("Borrower(s)") secured by a Mortgage of even date therewith executed by Borrower(s) for the benefit of the holder of the said note, which was recorded

as Document No. 820605 in the Office of the Recorder of Lake County, Indiana

on the lot(s), or parcel(s) of land described therein situated in the County of Lake, State of Indiana. For and in consideration of the sum of Ten and No/100 dollars (\$10.00), and other good valuable and sufficient consideration paid, the receipt of which is hereby acknowledged, does hereby transfer and assign, set over and deliver unto **COMMONWEALTH MORTGAGE COMPANY OF AMERICA L. P.** ("Assignee") all beneficial interest in and to title to said Mortgage, together with the note, and all other liens against said property securing the payment thereof, and all title held by the undersigned in and to said land, to-wit:

SEE EXHIBIT A

TO HAVE AND TO HOLD unto said Assignee said above described Mortgage and note, together with all and singular the liens, rights, equities, title and estate in said real estate therein described securing the payment thereof, or otherwise.

Executed this the 1 day of April A.D. 1987

COMMONWEALTH MORTGAGE CORPORATION OF AMERICA
CORPORATE SEAL

COMMONWEALTH MORTGAGE CORPORATION OF AMERICA
(formerly known as Commonwealth Mortgage Corporation)
(Florida Corp.)

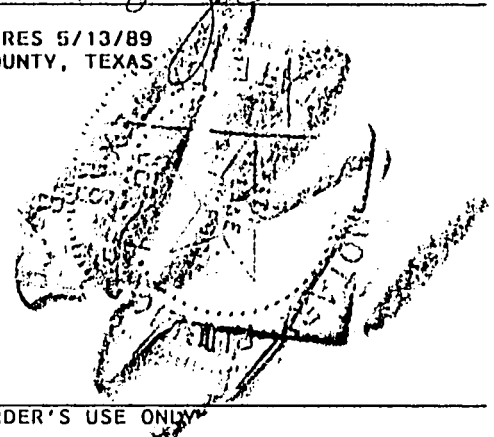
By: Marcheta Carter
MARCHETA CARTER, Vice President

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME the undersigned Notary Public, on this day personally appeared **MARCHETA CARTER Vice President** of known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same pursuant to a duly authorized resolution by the Board of Directors of said corporation as the voluntary act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 1 day of April A.D. 1987

Harriett E. Fazio
HARRIETT E. FAZIO
MY COMMISSION EXPIRES 5/13/89
HOUSTON, HARRIS COUNTY, TEXAS



Assignee's Address:

2223 WEST LOOP SOUTH
SUITE #800
HOUSTON, TEXAS 77027

After recording return to:

COMMONWEALTH MORTGAGE COMPANY OF AMERICA L. P.
P. O. BOX 4589
HOUSTON, TEXAS 77210

Prepared by:
EIKENBURG & STILES
Attorneys at Law
1100 First City Natl. Bank Building
Houston, Texas 77002
1550-21 RCS.4

FOR RECORDER'S USE ONLY

STATE OF INDIANA
LAKE COUNTY
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RICHARD J. ELASTICK
RECORDER

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MORTGAGE

four-family provisions of the National Housing Act.

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THIS MORTGAGE, made the 3rd day of September 1985, between F JAMES ZUBAK, SINGLE

day of September 1985, between

109988

of the TOWN OF CEDAR LAKE in the County of LAKE, and State of Indiana (hereinafter with His/Her heirs, executors, administrators, and assigns called the mortgagor), and MARGARETTEN & COMPANY, INC., a corporation organized and existing under the laws of the State of New Jersey and authorized to do business in the State of Indiana (hereinafter with its successors and assigns called the mortgagee),

WITNESSETH: That whereas the mortgagor is justly indebted to the mortgagee for money borrowed in the principal sum of Fifty-Two Thousand, and 00/100

Dollars (\$) 52,000.00

as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, with interest from date at the rate of Eleven & One-Half Per Centum

per centum (11 & 1/2

per annum on the unpaid balance until paid, the said principal and interest to be payable at the office of MARGARETTEN & COMPANY, INC., 280 Maple Street, in Perth Amboy NJ 08862, or at such other place as the holder may designate in writing, in monthly installments of Five Hundred Fifteen and 32/100

Dollars (\$) 515.32

commencing of the first day of November, 1985, and of the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of the entire indebtedness evidenced thereby, if not sooner paid, shall be due and payable on the first day of October, 2015

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the mortgagor, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note, above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents, mortgage and warrant unto the mortgagee, all the following described lands and premises, situated and being in the TOWN OF CEDAR LAKE and State of Indiana, to wit:

Part of the Northeast 1/4 of the Northeast 1/4 of Section 21, Township 34 North, Range 9 West of the 2nd Principal Meridian described as: Beginning at the intersection of the center line of a public highway with the North line of said Section, 322.3 feet West of the Northeast corner thereof; thence West along said North line 169.31 feet, more or less, to a point 491.61 feet West of said Northeast corner, thence South 08° 11' 43" East 161.63 feet to a line parallel with and 160 feet South of said North line as measured along a line with an interior angle 89° 56' with said North line; thence East parallel with said North line to the center line of said public highway; thence Northerly along said center line to the point of beginning, excepting therefrom the North 20 feet, in Lake County, Indiana.

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LAKE COUNTY
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RUE OLPH CLAY
RECORDER

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all plumbing, heating and lighting fixtures, and equipment now or hereafter attached to or used in connection with said premises,

AND THE MORTGAGOR FURTHER COVENANTS AS FOLLOWS:

1. That he will pay the indebtedness as provided in said note and this mortgage; and that he is the owner of said premises in fee simple. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That, in order more fully to protect the security of this mortgage, he will pay to the mortgagee, together with, and in addition to, the monthly payments under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

- (I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development, pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
- (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;