

Prepared by: Shutter

ASSIGNMENT OF MORTGAGE

TMS Mortgage Inc., a New Jersey Corporation, DBA The Money Store "ASSIGNOR"
3003 E. 98th St. Ste 281
Indianapolis, County of Marion, State of Indiana 46280

for the Sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby assigns to

The Bank of New York, as Trustee under the Pooling and Servicing Agreement dated as of November 30, 1994, Series 1994-D

a certain Mortgage dated November 9, 1994, made by

WILLIAM C. MILLER

on lands in the **CITY OF GARY**, in the County of **LAKE**, State of Indiana, commonly known as **4324 MASSACHUSETTS ST.** being also known as Block , Lot on the Tax Map of the **CITY OF GARY.**

The above Mortgage secures the Sum of **Seventeen Thousand Seven Hundred Dollars & No/100 (\$17,700.00)** and is recorded in Book _____ Page _____, Instrument # **1994-9407796** in the Deed Drawer in the Office of the Recorder of the County of **LAKE.**

ASSIGNOR also assigns to ASSIGNEE the Note, Bond or other evidence of obligation that is described in the Mortgage, together with money due and to grow due thereon, with interest. ASSIGNEE shall have the right to hold the same forever subject only to the limitations contained in the Mortgage and the Note, Bond or other evidence of obligation.

ASSIGNOR further constitutes and appoints the ASSIGNEE as its true and lawful attorney, in the ASSIGNOR'S name, place and stead, but at ASSIGNEE'S cost and expense, to take, have and use all lawful ways and means for the recovery of all money and interest due on the Note, Bond or other evidence of obligation. Upon payment, the ASSIGNEE may discharge the obligation as fully as the ASSIGNOR might do if acting on its own behalf. This power of attorney is irrevocable in law or in equity.

THE ASSIGNOR covenants that there is due and owing on the Mortgage and Note, Bond or other evidence of obligation secured by the Mortgage, the Sum of **Seventeen Thousand Seven Hundred Dollars & No/100 (\$17,700.00)** in principal, together with interest at the rate stated in the Note from **November 15, 1994**, with no set-offs, defenses or counterclaims against the same, in law or equity, nor have there been any modifications or other changes in the terms thereof, unless stated herein.

REFERENCE to any party, person, corporation or entity by use of a particular gender, plural or singular number, is intended to mean the appropriate gender or number within the context of the instrument as required.

IN WITNESS WHEREOF, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed this **9th day of November, 1994.**

Signed, Sealed and Delivered
in the presence of
or Attested by

Shannon Luther
Shannon Luther
Secretary

TMS Mortgage Inc., a New Jersey Corporation,
DBA The Money Store

Lesa Criswell
Lesa Criswell
Manager

State of Indiana, County of Marion

} SS.:

On November 9, 1994, before me, the subscriber, personally appeared **Shannon Luther** who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction that she is the **Secretary of TMS Mortgage Inc., a New Jersey Corporation, DBA The Money Store** the Corporation named in the within Instrument; that **Lesa Criswell** is the **Manager** of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said **Manager** as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed her name thereto as attesting witness.

Sworn to and subscribed before me,
the date aforesaid, My Commission Expires:

Resident of:

Melissa Johnson Shannon Luther
Notary Public
My Comm. Expires September 23, 1997

9/25/97

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MARGARET N. CLEVELAND
LAKE COUNTY RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
95 FEB 11 AM 9:08