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LAKE COUNTY FILED FOR RECORD

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MANGARETTE CLEVELAND RECORDER

When recorded return to:
Berkeley Federal Bank & Trust FSB
The Forum, Suite 105
1665 Palm Beach Lakes Blvd.
West Palm Beach, Florida 33401

HUD Control Number: 217996 Loan Number: 2341683

## ASSIGNMENT OF MORTGAGE INDIANA

## Document is

This ASSIGNMENT OF MORTGAGE is made and entered into as of this 1st day of May, 1996 from U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD"), whose address is 451 SEVENTH STISSWOWASHINGTON, DC 204PG ("Assignor") to BERKELEY FEDERAL BANK & TRUST FSB whose address is THE FORUM SUITE 105, 1665 PALM BEACH LAKES BLVD., WEST PALM BEACH, FLORIDA 33401 ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does by these presents hereby grant, bargain, sell, transfer and set over unto the Assignee, its successors, transferees and assigns forever, all of the right, title and interest of said Assignor in and to the following instrument describing land therein, duly recorded in the Office of the Public Records of LAKE County, State of INDIANA, as follows;

Mortgagor: EULA DONALDSON

Mortgagee: PERCY WILSON MORTGAGE AND FINANCE CORPORATION

Document Date: 9/16/76
Date Recorded: 9/17/76

Document/Instrument/Entry Number: 370357//

Property Address: 3850 CAROLINA ST, GARY, IN

Property described as follows:

## SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Together with any and all notes and obligations therein described or referred to, the debt respectively secured thereby and all sums of money due and to become due thereon, with interest thereon, and attorney's fees and all other charges.

Refer to "LIMITED POWER of ATTORNEY" filed on 7-10-96 in LAKE Co. bk/pg or instrument no. 96-45894

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Any changes in the payment obligations under the Note by virtue of any forbearance or assistance agreement, payment plan or modification agreement agreed to by U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD"), whether or not in writing, is binding upon the Assignee/Payee, its successors and assigns. The Note and the Mortgage/Deed of Trust securing the Note may only be transferred and assigned to a person or entity that is either an FHA-Approved Servicer/Mortgagee/Beneficiary or who has entered into a contract for the servicing of the Note with an FHA-Approved Servicer. The Note and the Mortgage/Deed of Trust securing the Note shall be serviced in accordance with the servicing requirements set forth by HUD. These sales and servicing provisions shall continue to apply unless the Mortgage/Deed of Trust is modified, for consideration, with the consent of the Mortgagor/Trustor, refinanced, or satisfied of record. This assignment/endorsement is made and executed with all FHA insurance terminated.

This Assignment is made without recourse C11 t 15 NOT OFFICIAL! Dated: May 1, 1996. This Document is the property of U.S. DEPARTMENT OF HOUSING AND BRAN DEVELOPMENT ("HUD") NAME: Melinda Jager TITLE: Attorney - In - Fact STATE OF FLORIDA **COUNTY OF PALM BEACH** 

Subscribed and sworn to me this 1st day of May, 1996, by Melinda Jager as Attorney - In - Fact of U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD"). She is

personally known to me.

**NOTARY STAMP OR SEAL** 

ICIAL NOTARY SEAL

STATE OF INDIANA FHA FORM NO: 2118m Rev. June, 1972

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371

16th day of September

outling Act.

, and State of Indiana

nity provisions of the Natione

THIS MORTGAGE, made the Eule Donaldson of the City of

Gary

in the County of

, A.D. 19 76, between

Lake

his form is used in an

(hereinafter with her heirs, executors, administrators, and sasigns called the mortgagor), and Percy Wilson Mortgage and Finance Corporation

a corporation organised and existing under the laws of do Business in the State of Indiana (hereinafter with its successors and amigns called the mortgages),

NOW, THEREFORE, THIS AFTE ATTIMES WITNESSETH: They the mortes for the consideration edities premise, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and affect of the said promissory note, above mentioned, and also to never the faithful performance of all the compute, conditions, stipulations and agreements herein contained, does by these presents, mortgage and warrant unto the mortgages, all the following described lands and premises, situated and being in the County of and State of Indians, to wit:

The South 1 of Lot 12 and all of Lots 13 and 14, Block 10, Second Highland Park Addition to Gary, as shown in Plat Book 8, page 23, Lake County, Indiana.

STATE OF INDIANAJS. S. NO.
AARE COUNTY
FOR TOWN RECORD

SET 17 8 53 AM 75
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 mortgages, 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 (1/1) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments