

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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96 OCT 15 PM 1:06

MARGARET E. GUYLAND
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: 217983 Loan Number: 2348118

ASSIGNMENT OF MORTGAGE
INDIANA

Document is
NOT OFFICIAL!

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 ST., SW, WASHINGTON, DC 20410 ("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: LAWERENCE WINSTON ELVERA WINSTON
Mortgagee: MERCANTILE NATIONAL BANK OF INDIANA
Document Date: 2/16/72
Date Recorded: 2/22/72
Document/Instrument/Entry Number: 137221
Property Address: 1018 MOSS ST, HAMMOND, 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

1400
11/1/96

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.

Dated: May 1, 1996.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD")

BY: 

NAME: Melinda Jager

TITLE: Attorney - In - Fact


STATE OF FLORIDA

COUNTY OF PALM BEACH

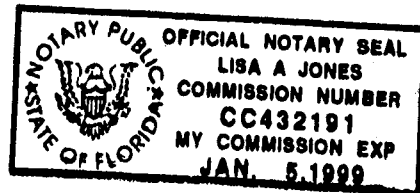
)
) SS.
)



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 Public

NOTARY STAMP OR SEAL



2348118

EXHIBIT "A"

292970-7
STATE OF INDIANA
FORM NO. 1
Rev. December 1, 1963

Inc.
This form is used in connection with
mortgages insured under the act to
insure the principal of the National
Housing Act.

THIS MORTGAGE, made the 16th day of February, AD, 1972 between
of the City LAWRENCE WINSTON AND ELVERA WINSTON, husband and wife
of Hammond, in the County of Lake, and State of Indiana,
(hereinafter with their heirs, executors, administrators, and assigns called the mortgagor), and
MERCANTILE NATIONAL BANK OF INDIANA
a corporation organized and existing under the laws of the United States of America,
(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 FOURTEEN THOUSAND FOUR HUNDRED AND NO/100-----Dollars
(\$ 14,400.00), 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 SEVEN
per centum (7 %) per annum on the unpaid balance until paid, the said principal and
interest to be payable at the office of DONALD WEBBER MORTGAGE COMPANY, INC.
Highland, Indiana
, or of such other place as the holder may designate in writing, in monthly install-
ments of Ninety-five and 90/100-----Dollars
(\$ 95.90), commencing on the first day of April, 1972 and on 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 hereby, if not sooner paid, shall be due and payable on the first day of March, 2002.

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH: That the mortgagor, in consideration of the premises, and for
the purpose of assuring the payment of the money borrowed and interest thereon according to the terms 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 City
of Hammond in the County of Lake and State of Indiana, to wit:

STOP
The West 19 feet of Lot 17 and the East
half of Lot 18, Block 2, Larned's Second
Addition to the City of Hammond, as shown
in Plat Book 11, page 6, in Lake County,
Indiana
FEB 27 9 02 AM '72
ANDREW J. HOSKIN
RECORDER

including all buildings and improvements thereon (or that may hereafter be erected thereon), together with the hereditaments
and appurtenances and all other rights thereto now belonging, or in anywise now or hereafter accruing; and the crops and
reversions, remainders and reversionary rights, 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 of a note 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; and provided further
that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National
Housing Act, he will pay to the mortgagee an insurance premium charge of one per centum (1%) of the original principal
amount of the note, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which
would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the
mortgagee upon its obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.
 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 the
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 provided, 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