

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MARGARETTA 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: 218005 Loan Number: 2351641

**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: JACK WALKER MAE WALKER'S OFFICE
Mortgagee: WHITCOMB & KELLER MORTGAGE CO., INC.
Document Date: 2/26/77
Date Recorded: 2/28/77
Document/Instrument/Entry Number: 395292
Property Address: 1225 W 45TH AVE, 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

8447 - 8451

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#028289

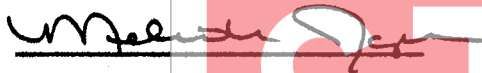
Any changes in the payment obligations under the Note by virtue of any forbearance or assistance agreement, payment plan or modification agreement agreed to by U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD"), whether or not in writing, is binding upon the Assignee/Payee, its successors and assigns. 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

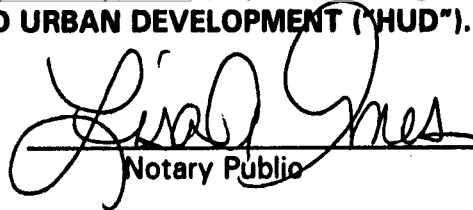
STATE OF FLORIDA

COUNTY OF PALM BEACH

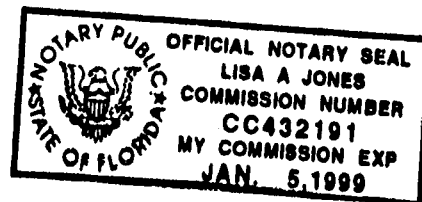
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) SS.
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Subscribed and sworn to me this 1st day of May, 1996, by Melinda Jager as Attorney - In - Fact of U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD"). She is personally known to me.


Notary Public

NOTARY STAMP OR SEAL



Buyer Title
This form is used in connection with mortgages insured under the gap to four-family provisions of the National Housing Act.

2351641

395292

THIS MORTGAGE, made the 26th day of February, A.D. 1977, between JACK WALKER and MAE WALKER, husband & wife of the City of Gary in the County of Lake and State of Indiana (hereinafter with heirs, executors, administrators, and assigns called the mortgagor), and WHITCOMB & KELLER MORTGAGE CO., INC.

a corporation organized and existing under the laws of 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 Nineteen Thousand, Four Hundred and 00/100 Dollars (\$ 19,400.00), 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 Eight per centum (8.0 %) per annum on the unpaid balance until paid, the said principal and interest to be payable at the office of Whitcomb & Keller Mortgage Co., Inc.

in South Bend Indiana, or at such other place as the holder may designate in writing, in monthly installments of One Hundred Forty-Two and 40/100 Dollars (\$ 142.40), commencing on the first day of April, 1977, 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 thereby, if not sooner paid, shall be due and payable on the first day of March, 2007.

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 City of Gary in the County of Lake and State of Indiana, to wit:

Lot 7 and the East 11 feet of Lot 8, Block 1, Robert R. Cenek's First Addition to Gary, as shown in Plat Book 17, page 27, Lake County, Indiana.



STATE OF INDIANA S. S. NO. LAKE COUNTY FILED FOR RECORD FEB 28 3 19 PM '77 WILLIAM GIELSKI JR. RECORDER

HERNAND COUNTY... *[Signature]*

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;
 - (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

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