

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

97 APR 21 AM 8:56

MORRIS W. CARTER  
RECORDER

After Recording Return 9:702464  
Richardson Consulting Group  
505-A San Marin Drive #110  
Novato, CA 94945

3 ↑

HUD Control Number: 308991      OFB Loan Number: 2625770  
[CSFIRST]

**ASSIGNMENT OF MORTGAGE  
INDIANA**

**Document is NOT OFFICIAL!**

This **ASSIGNMENT OF MORTGAGE** is made and entered into as of this 4th day of September, 1996 from **U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD")**, whose address is 451 SEVENTH ST., SW, WASHINGTON, DC 20410 ("Assignor") to **CS FIRST BOSTON MORTGAGE CAPITAL CORP.**, whose address is 55 EAST 52ND STREET, NEW YORK, NY 10055 ("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: **MICHAEL M. NICHOLS**  
Mortgagee: **FLEET MORTGAGE CORP**  
Document Date: 2/27/90  
Date Recorded: 3/1/90  
Document/Instrument/Entry Number: 086891  
Property Address: 1000 E. 36TH 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.

PREPARED BY: BERKELEY FLEET...  
1665 PALM BEACH LAKES BLVD  
W. PALM BEACH, FL 33401

14

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: September 4, 1996

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

BY: Heidi Davis

NAME: Heidi Davis

TITLE: Attorney - In - Fact

STATE OF NEW YORK

)  
) SS.  
)

COUNTY OF KINGS



Subscribed and sworn to me this 4th day of September, 1996, by Heidi Davis as Attorney - In - Fact of U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD"). She is personally known to me.

Tanya Richardson  
Notary Public

NOTARY STAMP OR SEAL

TANYA RICHARDSON  
NOTARY PUBLIC, State of New York  
No. 01R14999518  
Qualified in Kings County  
Commission Expires 1/198

This instrument is for use in the home mortgage insurance programs under sections 203(b), 203(d), 203(n), and 245. (Reference Mortgage Letter 83-31)

08

This form is used in connection with mortgage insured under the one to one family provisions of the National Housing Act.

EXHIBIT "A"

FMC # 849918-0

L 3592573 748

THIS MORTGAGE, made the

, A.D. 1990, between

Michael M. Nichols

of the City of Gary in the County of Lake, and State of Indiana (hereinafter with his heirs, executors, administrators, and assigns called the mortgagor), and FLEET MORTGAGE CORP.

a corporation organized and existing under the laws of the State of Rhode Island (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 TWENTY-TWO THOUSAND FOUR HUNDRED TWENTY and NO/100 Dollars (\$ 22,420.00 ),

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 TEN per centum ( 10.0 %),

per annum on the unpaid balance until paid, the said principal and interest to be payable at the office of FLEET MORTGAGE CORP.

in Milwaukee, Wisconsin or at such other place as the holder may designate in writing, in monthly installments of ONE HUNDRED NINETY-SIX and 75/100 Dollars (\$ 196.75 ),

commencing on the first day of April, 1990, 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, 2020.

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 25 and the West 22.33 feet of Lot 26, Block 11, South Gary Subdivision, City of Gary, as shown in Plat Book 7, page 13, Lake County, Indiana.

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 part, on any installment due date.

2. That, in order to more fully 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) 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 will become delinquent, said sums to be held in trust to pay said ground rents, premiums, taxes, and special assessments; and
(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the Note secured hereby shall be added together and the aggregate amount thereof shall be paid by the mortgagor each month in a single payment to be applied by the mortgagee to the following items in the order set forth:
(I) Ground rents, taxes, special assessments, fire and other hazard insurance premium;
(II) Interest on the Note secured hereby; and
(III) Amortization of the principal of said Note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage Deed. In the event that any payment shall become overdue for a period in excess of 15 days, the mortgagor agrees to pay a late charge of four cents (4¢) not to exceed four cents for each dollar so overdue, for the purpose of defraying the expense incident to handling the delinquent payments.