

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

97 APR 21 AM 8:58

MORRIS W. CARTER
RECORDER

After Recording Return **97024481**
Richardson Consulting Group
505-A San Marin Drive #110
Novato, CA 94945

3
HUD Control Number: 309142 OFB Loan Number: 2626026
[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: RALPH D. WHEELER
Mortgagee: LAKE MORTGAGE COMPANY, INC.
Document Date: 8/14/80
Date Recorded: 8/19/80
Document/Instrument/Entry Number: 594858
Property Address: 1250 OKLAHOMA, 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 FEDERAL B&T
665 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)

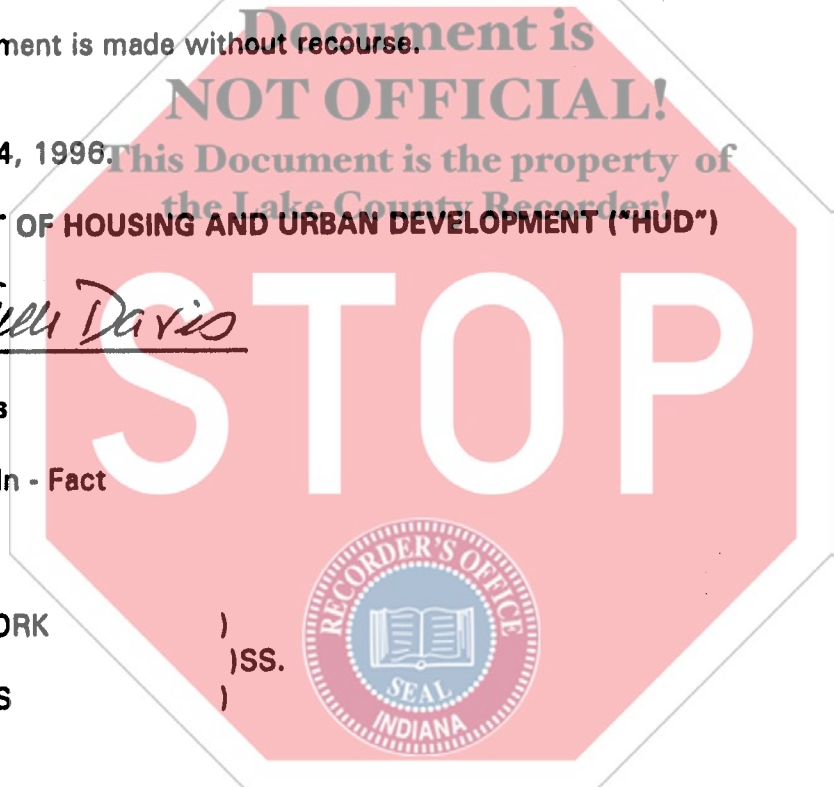


Subscribed and sworn to me this 4th day of September, 1996, by Heidi Davis as Attorney - In - Fact of U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD"). She is personally known to me.

Tanya Richardson
Notary Public

NOTARY STAMP OR SEAL

TANYA RICHARDSON
NOTARY PUBLIC, State of New York
No. 01RI4999518
Qualified in Kings County
Commission Expires 11/18



Com 104572-10

594858

EXHIBIT "A"

This form is used in connection with mortgages insured under the new family provisions of the National Housing Act.

2-052681-221 D 2

THIS MORTGAGE, made this A.D. 1980, between RALPH D. WHEELER, a married man 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 LAKE MORTGAGE COMPANY, INC. a corporation organized and existing under the laws of the State of Indiana (hereinafter with its successors and assigns called the mortgagee).

STATE OF INDIANA
LAKE COUNTY
RECORDER'S OFFICE
MAY 19 9 41 AM '80
WILLIAM SEELER
RECORDER

WITNESSETH: That whereas the mortgagor is justly indebted to the mortgagee for money borrowed in the principal sum of -----FOURTEEN THOUSAND, TWO HUNDRED FIFTY AND NO/100----- Dollars (\$ 14,250.00),

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 -----ELEVEN AND ONE-HALF----- per centum (11.5 %), per annum on the unpaid balance until paid, the said principal and interest to be payable at the office of Lake Mortgage

Company, Inc. in Gary, Indiana or at such other place as the holder may designate in writing, in monthly installments of ---ONE HUNDRED FORTY-ONE AND 22/100--- Dollars (\$ 141.22), commencing on the first day of October 1980, 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 September, 2010.

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 23, except the North 4 feet thereof, and the North 14 feet of Lot 24 in Block 15 in Aetna Manor, in the City of Gary, as per plat thereof, recorded in Plat Book 28 page 25, in the Office of the Recorder of Lake County, Indiana.

1978-1980 PERMITS
000000

RECORDER'S OFFICE
PERMIT 45-148A
LAKE MORTGAGE CO., INC. GARY
The intangibles tax on this instrument is paid direct to the Intangibles Tax Division in accordance with Ch. 133, Act. 1987
OFFICIAL PERMIT STAMP
Approved by Intangibles Tax Division

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:
(1) 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
(11) 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

R.M.
450