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**AMENDED NOTICE OF DEFAULT AND FORECLOSURE
SALE**

WHEREAS, on August 7, 1979, a certain Mortgage was executed by Kevin Davis and Johnnie M. Davis as mortgagors in favor of Whitcomb & Keller Mortgage Co., Inc. as mortgagee and was recorded on August 9, 1979 as Document No. 543462 in the Office of the Recorder of Lake County, Indiana; and

WHEREAS, the Mortgage was insured by the United States Secretary of Housing and Urban Development (the Secretary) pursuant to the National Housing Act, 12 U.S.C. 1709, for purpose of providing single family housing; and

WHEREAS, the Mortgage is now owned by the Secretary, pursuant to an assignment dated May 21, 1986, and recorded on May 29, 1986, as Instrument Number 856168, in the Office of the Recorder of Lake County, Indiana; and

WHEREAS, a default has been made in the covenants and conditions of the Mortgage in that the payment due on April 1, 1985 was not made and remains wholly unpaid as of the date of this notice, and no payment has been made sufficient to restore the loan to currency; and

WHEREAS, the entire amount delinquent as of November 1, 1986 is \$35,629.91; and

WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the Mortgage to be immediately due and payable;

NOW THEREFORE, pursuant to powers vested in me by the Single Family Mortgage Foreclosure Act of 1994, 12 U.S.C. 3751 et seq.,

971072308

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
97 OCT 21 AM 8:43
ROBERTS & CARTER
RECORDER

2100
45275-44948

by 24 CFR Part 29, and by the Secretary's designation of me as Foreclosure Commissioner, recorded on August 28, 1996 as Instrument No. 96-057587 notice is hereby given that on November 7, 1997 at 9:40 A.M. local time, all real and personal property at or used in connection with the following described premises ("Property") will be sold at public auction to the highest bidder:

Lot 12 in Block 1 in L.B. Snowden's Oak Grove Addition to Gary, as per plat thereof, recorded in Plat Book 20, page 10, in the Office of the Recorder of Lake County, Indiana.

Commonly known as: 4539 Lincoln Street, Gary, IN 46404.

The sale will be held at 2293 N. Main Street, Government Center Steps, Crown Point, Indiana 46307. The Secretary of Housing and Urban Development will bid \$54,230.95

There will be no proration of taxes, rents or other income or liabilities, except that the purchaser will pay, at or before closing, his prorata share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale.

When making their bid, all bidders except the Secretary must submit a deposit totaling \$5,423.10 in the form of a certified check or cashier's check made out to the Secretary of HUD. Each oral bid need not be accompanied by a deposit. If the successful bid is oral, a deposit of \$5,423.10 must be presented before the bidding is closed. The deposit is nonrefundable. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like

the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the high bidder, he need not pay the bid amount in cash. The successful bidder will pay all conveyancing fees, all real estate and other taxes that are due on or after the date of closing and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidders will be returned to them.

The Secretary may grant an extension of time within which to close. All extensions will be for 30 days, and a fee will be charged in the amount of 1.5% of the unpaid balance of the purchase price or HUD's holding costs, whichever is greater. The extension fee shall be paid in the form of a certified or cashier's check made payable to the Secretary of Housing and Urban Development. If the high bidder closes the sale prior to the expiration of any extension period, the unused portion of the extension fee shall be applied toward the amount due at closing.

If the high bidder is unable to close the sale within the required period, or within any extensions of time granted by the Secretary, the high bidder's deposit will be forfeited, and the Commissioner may, at the direction of the HUD Field Office Representative, offer the Project to the second highest bidder for an amount equal to the highest price offered by that bidder. All other terms of the sale would remain the same. If the second highest bidder rejects the Commissioner's offer, the Field Office Representative will provide instructions to the Commissioner

about cancellation of the sale or other action to be taken.

There is no right of redemption, or right of possession based upon a right of redemption, in the mortgagor or others subsequent to a foreclosure completed pursuant to the Act. Therefore, the Foreclosure Commissioner will issue a Deed to the purchaser(s) upon receipt of the entire purchase price in accordance with the terms of the sale as provided herein.

The amount that must be paid if the Mortgage is to be reinstated prior to the scheduled sale is \$35,629.91 as of November 1, 1996, plus all other amounts that would be due under the mortgage agreement if payments under the mortgage had not been accelerated, advertising costs and postage expenses incurred in giving notice, mileage by the most reasonable road distance for posting notices and for the Foreclosure Commissioner's attendance at the sale, reasonable and customary costs incurred for title and lien record searches, the necessary out-of-pocket costs incurred by the Foreclosure Commissioner for recording documents, a commission for the Foreclosure Commissioner, and all other costs incurred in connection with the foreclosure prior to reinstatement.

Date: 10/1/97

Murray J. Feiwel

Foreclosure Commissioner
MURRAY J. FEIWELL

MURRAY J. FEIWELL
FEIWELL & HANNOY
Professional Corporation
251 N. Illinois Street
Suite 1700
P.O. Box 44141
Indianapolis, IN 46244-0141
(317)237-2727 ↑

Subscribed and sworn to before me this 1st day of
September, 1997.

Vicki S. Witt
VICKI S. WRITT, NOTARY PUBLIC



MY COMMISSION EXPIRES:
10/4/98

COUNTY OF RESIDENCE:
Johnson