

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

97 DEC -3 AM 8:56

MORRIS W. CARTER  
RECORDER

LOAN #: 9915067  
NAME : MADRINAN  
STATE OF : IN  
COUNTY OF: LAKE

97082385

RECORD AND RETURN TO:  
PHH MORTGAGE SERVICES CORP.  
6000 ATRIUM WAY  
MT LAUREL, NJ 08054  
COMMT #: 97776C  
ID: 460210092

ASSIGNMENT OF DEED  
OF TRUST OR MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT \*PHH MORTGAGE SERVICES CORPORATION 6000 ATRIUM WAY, MT LAUREL, NEW JERSEY, A CORPORATION EXISTING UNDER THE LAWS OF THE STATE OF NEW JERSEY, FOR VALUABLE CONSIDERATION, THE RECEIPT OF WHICH HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, ASSIGN AND TRANSFER TO:

BANKATLANTIC, F.S.B.  
1750 EAST SUNRISE BOULEVARD  
FT. LAUDERDALE, FL 33304

THAT CERTAIN PROMISSORY NOTE AND DEED OF TRUST OR MORTGAGE DESCRIBED AS FOLLOWS:

NOTE AND DEED OF TRUST OR MORTGAGE DATED: 97/08/01  
AMOUNT: \$108,000.00 EXECUTED BY: TONY MADRINAN

CLERKS FILE OR INSTRUMENT NO: 97051426 RECORDED DATE: 970807  
BOOK: VOLUME: PAGE:  
ADDRESS: 9559 MCKINLEY STREET CROWN POINT LAKE IN 46307  
DESCRIBING LAND THEREIN AS DESCRIBED IN DEED OF TRUST/MORTGAGE REFERRED TO HEREIN.

*DRAWER 97-29*

\* FORMERLY DOING BUSINESS AS PHH US MORTGAGE CORPORATION

TOGETHER WITH THE NOTE THEREIN OR REFERRED TO, THE MONEY DUE AND TO BECOME DUE THEREON WITH INTEREST AND ALL RIGHTS ACCRUED OR TO ACCRUE UNDER SAID DEED OF TRUST OR MORTGAGE.

DATED: 11/17/97  
WITNESSED BY: *Joyce Artemus*  
JOYCE ARTEMUS

\*PHH MORTGAGE SERVICES CORPORATION  
6000 ATRIUM WAY  
MT LAUREL, NJ 08054

BY: *[Signature]*  
DOLORES LAURIA  
ASSISTANT VICE-PRESIDENT

PREPARED BY: *Judy Gornolson*  
JUDY GORNOLSON  
6000 ATRIUM WAY  
MT LAUREL, NJ 08054

*[Signature]*  
LINDA BELSITO  
ASSISTANT SECRETARY

STATE OF NEW JERSEY, COUNTY OF BURLINGTON  
ON 11/17/97, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED DOLORES LAURIA AND LINDA BELSITO PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE ASST VICE PRES. AND ASSISTANT SECRETARY OF THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT, ON BEHALF OF THE CORPORATION THEREIN NAMED, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE WITHIN INSTRUMENT PURSUANT TO ITS BY-LAWS OR RESOLUTION OF ITS BOARD OF DIRECTORS. WITNESS MY HAND AND AND OFFICIAL SEAL IN THE STATE AND COUNTY LAST AFORESAID.

*Pat Felme*  
NOTARY PUBLIC

PAT FELMEY  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 04/19/1998

*1200*  
*Ju*  
*#244377*

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

97051426

97 AUG -7 AM 9: 51

M. J. CARTER  
RECORDER

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LOAN NUMBER: 9915067  
100  
460210092

ORIGINAL

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 01ST, 1997. The mortgagor is TONY MADRINAN, JR. ("Borrower"). This Security Instrument is given to PHH MORTGAGE SERVICES CORPORATION, which is organized and existing under the laws of NEW JERSEY, and whose address is 6000 ATRIUM WAY MT. LAUREL NEW JERSEY 08054 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED EIGHT THOUSAND AND 00/100 Dollars (U.S. \$108,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 01ST 2027. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in LAKE County, Indiana:

LOT 8 IN WIRTZ CROWN HEIGHTS UNIT 5, IN THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 41 PAGE 110, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.  
BEING COMMONLY KNOWN AS: 9559 MCKINLEY STREET, CROWN POINT, INDIANA.

BEING THE SAME PREMISES CONVEYED TO THE MORTGAGORS HEREIN BY DEED BEING RECORDED SIMULTANEOUSLY HERewith; THIS BEING A PURCHASE MONEY MORTGAGE GIVEN TO SECURE THE PURCHASE PRICE OF THE ABOVE DESCRIBED PREMISES.

Just C.P. 2/10/97

PREPARED BY:  
PAT LAKE

*Pat Lake*

which has the address of 9559 MCKINLEY STREET, CROWN POINT, Indiana 46307 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.