

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

97 DEC 23 AM 10:16

97088175

MORRIS W. CARTER

RECORD AND RETURN TO:  
PHH MORTGAGE SERVICES CORP.  
6000 ATRIUM WAY  
MT LAUREL, NJ 08054  
COMMT #: 97749  
ID: 460210092

ASSIGNMENT OF DEED  
OF TRUST OR MORTGAGE

LOAN #: 5586599  
NAME : ANTHONY  
STATE OF : IN  
COUNTY OF: LAKE

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: 97/09/17  
AMOUNT: \$120,650.00 EXECUTED BY: DEBORAH L ANTHONY

CLERKS FILE OR INSTRUMENT NO: 97064016 RECORDED DATE: 970923  
BOOK: VOLUME: PAGE: DRAWER 97-29  
ADDRESS: 9374 TYLER STREET CROWN POINT LAKE IN 46307  
DESCRIBING LAND THEREIN AS DESCRIBED IN DEED OF TRUST/MORTGAGE REFERRED TO HEREIN.

\* 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. \*PHH MORTGAGE SERVICES CORPORATION

DATED: 12/08/97  
WITNESSED BY: Joyce Artemus  
JOYCE ARTEMUS

6000 ATRIUM WAY  
MT LAUREL, NJ 08054

PREPARED BY: Judy Gonsol  
JUDY GONSON  
6000 ATRIUM WAY  
MT LAUREL, NJ 08054

BY: Dolores Lauria  
DOLORES LAURIA  
ASSISTANT VICE-PRESIDENT  
Linda Belsito  
LINDA BELSITO  
ASSISTANT SECRETARY

STATE OF NEW JERSEY, COUNTY OF BURLINGTON  
ON 12/08/97, 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

12.00  
252171

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

97064016

97 SEP 23 PM 12:15

MORRIS W. CARTER  
RECORDER

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LOAN NUMBER: 5586599

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460210092

ORIGINAL

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 17TH, 1997. The mortgagor is DEBORAH L ANTHONY ("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 TWENTY THOUSAND SIX HUNDRED FIFTY AND 00/100 Dollars (U.S. \$120,650.00). 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 OCTOBER 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:

BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

BEING COMMONLY KNOWN AS: 9374 TYLER STREET

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.

PREPARED BY:

JANET M. PETTIT

*Janet M. Pettit*  
Part of Tract 24 in Fieldstone Crossing Townhomes Unit One, a Planned Unit Development, in the City of Crown Point, as per plat thereof, recorded in Plat Book 73 page 26, in the Office of the Recorder of Lake County, Indiana, described as follows: Commencing at the Northwest corner of said Tract 24; thence South 35 degrees 33 minutes 27 seconds East 99.66 feet along the Southwesterly line of said Tract 24, to the point of beginning; North 54 degrees 26 minutes 33 seconds East 117.24 feet, to a point on the Northeasterly line of said Tract 24, thence South 35 degrees 33 minutes 27 seconds East 32.83 feet, to the herein designated point of beginning, commonly known as Unit 24-3.

which has the address of 9374 TYLER 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.