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RECORDER

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Prepared by & Return to E. Dooling  
T ContiWest Corp (702) 822-5836 NY  
F 3811 W. Charleston Blvd #104  
F Las Vegas, NV 89102  
V  
NORTH AMERICAN MORTGAGE COMPANY  
P.O. BOX 808031  
PETALUMA, CA 94975-8031  
ATTN: FINAL REVIEW AU 052

(Space Above This Line For Recording Data)

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ASSIGNMENT OF MORTGAGE

POOL #:

THIS ASSIGNMENT is made by NORTH AMERICAN MORTGAGE COMPANY

a (firm, corporation, partnership or joint venture) (hereinafter referred to as the "Assignor"), to:

CONTIMORTGAGE CORPORATION

a corporation, having its principal place of business in

339 S. WARMINSTER RD.  
HATBORO, PA 19040

(hereinafter referred to as the "Assignee").

ASSIGNMENT

1. The Assignor for good and valuable consideration, receipt whereof is hereby acknowledged, hereby absolutely and unconditionally grants, transfers and assigns to the Assignee the Assignor's entire right, title and interest in and to a certain mortgage entered into on the November 05, 1997, wherein HERRERA, EDWARD M.

LAKE, as Mortgagor, of LAKE County, State of Indiana, mortgaged and warranted to

as Mortgagee, of LAKE County, State of Indiana, the following described real estate in LAKE County, Indiana.

LOTS 40 AND 41 IN BLOCK 25 IN CALUMET ADDITION TO EAST CHICAGO, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 8 PAGE 32, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Date 11/12/97  
Doc # 97077054



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U# 027562

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Property Address: 4902 CAREY STREET, EAST CHICAGO, IN 46312

Together with all rights, privileges, interest, easements, hereditaments, appurtenances, fixtures and improvements then or thereafter belonging, appertaining, attached to or used in connection with the mortgage premises and all the rents, issues, income and profits thereof, said mortgage having been given to secure the payment of a certain promissory note dated the November 05, 1997, in the principal amount of (\$51,000.00) with interest as therein provided and

with a final maturity date of \_\_\_\_\_ . Said mortgage is recorded as instrument number \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_ in the office of the Recorder of LAKE County, Indiana.

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Mortgage November 11, 1997

NORTH AMERICAN MORTGAGE COMPANY,  
A DELAWARE CORPORATION

STATE OF CALIFORNIA

COUNTY OF SONOMA

On November 11, 1997

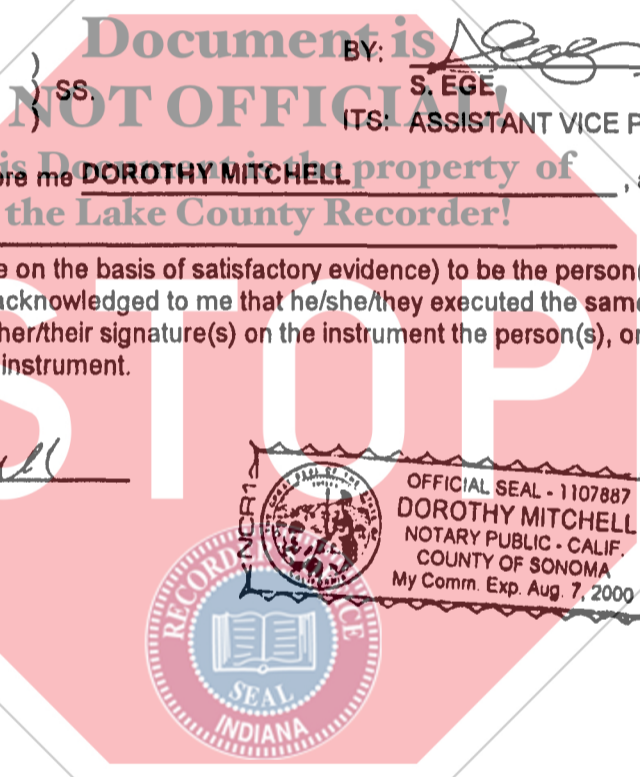
personally appeared S. EGE

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Dorothy Mitchell

SAS IN-1.RSL



BY: S. EGE  
ITS: ASSISTANT VICE PRESIDENT

This Document is the property of the Lake County Recorder!

(seal)

Page: 2

0771990

purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in  
LAKE County, Indiana:  
LOTS 40 AND 41 IN BLOCK 25 IN CALUMET ADDITION TO EAST CHICAGO, AS PER PLAT THEREOF,  
RECORDED IN PLAT BOOK 8 PAGE 32, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

which has the address of 4902 CAREY STREET, EAST CHICAGO (Street, City),  
Indiana 46312 (Zip Code) ("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:

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.