

S3.10.11 // S: 15

ASSIGNMENT OF LIEN

	FUMC No8077	₅₆₃ ယ
State of NORTH CAROLINA		
D C. HAVD	Know All Men by Th	iese Plesents
County of WAKE		

That First Union Mortgage Corporation, whose principal place of business is 150 Fayetteville Street Mall, Raleigh, North Carolina 27601-2919 acting herein by and through its duly authorized officers, hereinafter called transferor, of , State of NORTH CAROLINA the County of_ for and in consideration of TEN AND NO/100 DOLLARS CASH AND OTHER VALUABLE CONSIDERATION TX 301 S COLLEGE ST CHARLOTTE, NC to it in hand paid by hereinaster called transferee, the receipt of which is hereby acknowledged, has this day Sold, Conveyed, Transferred and Assigned and by these presents does Sell, Convey, Transfer, and Assign unto the transferee the hereinafter described indebtedness. AND Transferor further Grants, Sells, and Conveys unto the transferee, all the rights, title, interest, and liens owned or held by the transferor in the hereinafter described land by virtue of said indebtedness herein conveyed and Jocument is TO HAVE AND TO HOLD unto the said transferee, transferee's successors and assigns the following tescribed indebtedness together with all and singular the following mentioned fien and any and all liens, rights, equities, remedies, privileges, titles, and interest in and to said land, which transferor has by virtue of being legal holder and owner of said indebtedness. the Lake County Recorder! SAID INDEBTEDNESS, LIENS AND LAND BEING DESCRIBED AS FOLLOWS: PERRY L MANOUS AND KELLY A MANOUS One certain promissory note executed by and payable to the order of FIRST UNION MORTGAGE CORPORATION in the sum of \$249,000.00_ dated __NOV. 26, 1997 and due and payable in monthly installments as therein provided. Said note being secured by Security Instrument of even date therewith duly recorded in Book 97083333 of the Public Records of_ INDIANA and secured by the liens therein expressed on the following escribed tot. tract, or parcel of land lying and being situated in

"SEE ATTACHED LEGAL DESCRIPTION"

day of DECEMBER 11th THE AND AND THE CARROLL CÉXECUTÉD, this .. MOATH CAROLINA

First Union Mortgage Corporation

ATTEST: MUSSO ASSISTANT SECRETARY STATE OF NORTH CAROLINA

BEFORE ME, the undersigned a Notary Public in and for the State aforesaid, on this day personally appeared LYNNE MARIE WESTON Assistant Vice President of First Union Mortgage Corporation known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged

to me that this person executed the same for purposes and consideration therein expressed, as the act and deed of said Corporation and in the capacity therein stated.

DECEMBE 19 97 Given Under My Hand and Seal of Office this the VERONICA HANNAH Motery Public in and for

the State of <u>NORTH CAROLINA</u>

and County of HARNETT Prepared by: Printed Name: ___LENORA CAMPBELL

First Union Mortgage P. O. Box 29544 My Commission Expires: Raleigh, NC 27626-05

346702

FUMC 3161 (Rev. 9/92)

(919)-881-6906

COUNTY OF _WAKE

Lot 260 in White Oak Estates, Block Four, an Addition to the the Town of Munster, as per plat thereof, recorded in Plat Book 79 page 56, in the Office of the Recorder of Lake County, Indiana. Key No.: 28-585-93

which has the address of

9846 TANGLEWOOD COURT, MUNSTER,

[Street, City],

Indiana 46321

[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 seised 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.

-6H(IN) (9607).01

Form 3015 9/90