STATE OF INDIDITY LAKE COUNTY FILED FOR RECCUID

After Recording Return To:

PEELLE MANAGEMENT CORPORATION ASSIGNMENT JOB #90603 P.O. BOX 1710 CAMPBELL, CA 95009-1710 1-408-868-6888

99070976

99 AUG 26 AM 9: 29

MOTORS W. CARTER RECORDER

HSL Loan No.5894062

THIS DOCUMENT WAS PREPARED BY: **MEDIHA DONLIC**

HOMESIDE LENDING, INC. P.O. BOX 44090

JACKSONVILLE, FL 32231-9930 ATTN: CUSTODIAL LIAISON BB-CL3

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned, HOMESIDE LENDING INC., a Florida Corporation

1858587

whose address is 7301 Baymeadows Way, Jacksonville, Florida 32256-6833.

By these presents does convey, grant bargain, sell, assign, transfer and set over to: THE FIRST NATIONAL BANK OF CHICAGO AS TRUSTEE

(GRANTEE)

One First national Plaza, Suite 0126, Chicago, Illinois 60670-0126 the described Mortgage/Deed of Trust, together with the certain note(s) described therein with all interest, all liens and any rights due or to become due thereon.

Said Mortgage/Deed of Trust is recorded in the County of

LAKE

State of INDIANA.

Official Records on:

12/16/98

Original Mortgagor:

KIRO OBETKOVSKI AND LJUBICA OBETKOVSKI

Original Loan Amount:

\$37,500.00

Property Address:

3970 VIGINIA, GARY, IN 46409

Legal Municipality:

SEE ATTACHED LEGAL DESCRIPTION

Document #: 98100246

BOOK:

PAGE:

Date:

JANUARY 12

1998

HOMESIDE LENDING INC.

A. Clark

D. Shumway

E.S. Wilson

Assistant Vice President

Assistant Secretary

STATE OF FLORIDA **COUNTY OF DUVAL**

day of JANUARY,

1998

The foregoing instrument was acknowledged before me this

by E.S. Wilson and Mary Bacon, Assistant Vice President and Assistant Secretary of HomeSide Lending, Inc. a Florida Corporation, on behalf of the corporation. He/She is personally known to me and did take an oath.



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D. K. Philpot COMMISSION # CC754011 EXPIRES June 24, 2002 BONDED THRU TROY FAIN INSURANCE, INC.

D. K. Philpot

State of Florida At Large My Commission Expires:

June 24, 2002

Notary Public

Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following County, Indiana: described property located in

LOT 28 AND THE NORTH 1/2 OF LOT 27 IN BLOCK 2 IN THE GREAT GARY REALTY COMPANY'S FIRST ADDITION TO GARY PER PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 8 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

TAX ID #: 25-43-0396-0030 which has the address of

3970 VIRGINIA, GARY

[Street, City],

Indiana

[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.

-BR(IN) (9807)

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Form 3015 9/90