

4



RECORD & RETURN TO:
HAMILTON LOAN & REAL ESTATE
9200 WEST CROSS DRIVE - SUITE 650
LITTLETON, COLORADO 80123

2000 019280

STATE OF INDIANA
LAKE COUNTY
FILED

2000 MAR 22 AM 8:51

Loan Number.: 456139
Title No.: 64856
3340072
99-4

This form was prepared by: Pacific Thrift and Loan CO.
address: 500 Ygnacio Valley Road, Suite 350, Walnut Creek, CA 94596
tel. no: 800-373-2151

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 21031 Ventura Blvd., Woodland Hills, CA 91364

assign, transfer and convey, unto the PacificAmerica Money Center, Inc., its successors and/or assigns

organized and existing under the laws of Delaware, a corporation (herein "Assignee"),

whose address is 21031 Ventura Blvd., Woodland Hills, CA 91364
a certain Mortgage, dated August 19, 1998, made and executed by
Timothy A. Westmoreland and Veronica A. Westmoreland, husband and wife

to and in favor of Pacific Thrift and Loan Company, its successors and/or assigns

upon the following described property situated in Lake County, State of Indiana : PARCEL # 50-238-32

LEGAL DESCRIPTION IS AS DESCRIBED IN DEED/MORTGAGE ABOVE MENTIONED

Property Address: 3545 Revere Ct.
Lake Station, IN 46405

such Mortgage having been given to secure payment of twenty nine thousand one hundred and NO/100ths (\$ 29,100.00)

(Include the Original Principal Amount) Recorded August 25, 1998
which Mortgage is of record in Book, Volume, or Liber No. , at page (or
as No. 98060-583) of the Records of Lake

County, State of Indiana , together with the note(s) and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

16-
am
8224

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on August 27, 1998.

[Handwritten Signature]

Witness

Pacific Thrift and Loan Company, its
successors and/or assigns

(Assignor)

Witness

By: *[Handwritten Signature]*

Ruth Power (Signature)
Assistant Secretary

Attest

Seal:



STATE OF CALIFORNIA

COUNTY OF Contra Costa

On August 27, 1998, before me, Lisa Tonne (Notary Public),
personally appeared Ruth Power

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 *[Handwritten Signature]*

Lisa Tonne

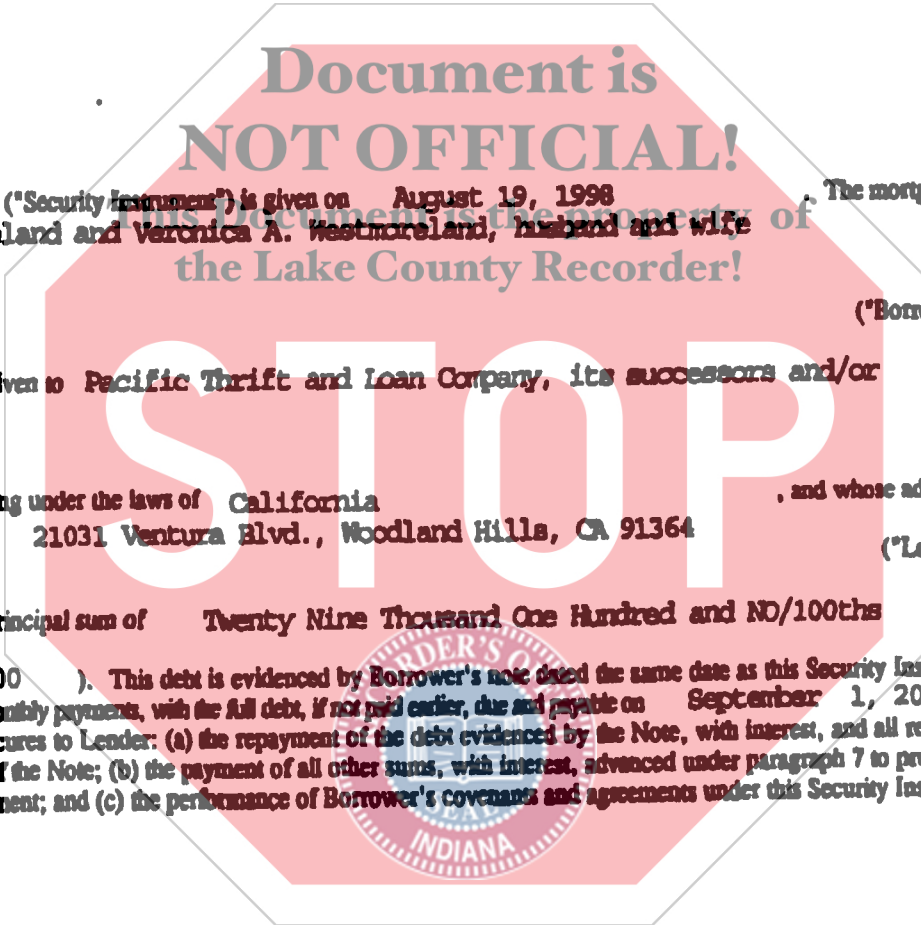


WHEN RECORDED MAIL TO

Pacific Thrift and Loan Company
Mortgage prepared by Pacific Thrift
500 Ygnacio Valley Road, Ste. #350
Walnut Creek, CA 94596

Loan Number: : 456139 (Space Above This Line For Recording Data)

MORTGAGE



THIS MORTGAGE ("Security Instrument") is given on August 19, 1998
Timothy A. Westmoreland and Veronica A. Westmoreland, husband and wife

The mortgagor is
("Borrower").

This Security Instrument is given to Pacific Thrift and Loan Company, its successors and/or assigns

which is organized and existing under the laws of California
21031 Ventura Blvd., Woodland Hills, CA 91364

, and whose address is
("Lender").

Borrower owes Lender the principal sum of Twenty Nine Thousand One Hundred and NO/100ths

Dollars (U.S. \$ 29,100.00). 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 September 1, 2028 . 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

CERTIFIED TO BE A TRUE COPY
LAWYER'S TITLE INSURANCE CORPORATION
By *[Signature]*

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

PARCEL # 50-238-32

THE EAST 1/2 OF LOT 32 IN BLOCK 7 IN RESUBDIVISION OF GARDEN HOMES, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 23 , PAGE 55, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

which has the address of 3545 Revere Court, Lake Station, IN 46405

("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 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. §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.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.