Record and Return To: MORTGAGE CORPORATION

2000 023432

3 lacond lot FILED

2000 APR -6 AM

M&T#:1905850 EMC#:1779198

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, M & T MORTGAGE CORPORATION, a New York Corp., whose address is 1 Fountain Plaza, Buffalo, NY 14203, (assignor), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage/deed of trust together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to EMC MORTGAGE CORPORATION, a Delaware Corporation whose address is 222 W. Las Colinas Blvd., Irving, TX 75039, its successors or assigns, (assignee). said mortgage dated 06/05/91, made by TEONARD FLEMING to STATEWIDE FUNDING CORPORATION and recorded in Book or at page of the Recorder or as Document # 91028091 in the office of the Recorder of LAKE, Indiana This Document is the property of

the Lake County Recorder! this 30th day of September, 1998 M & T MORTGAGE CORPORATION Succession By Merger to Statewide Funding Corp.

Kelley () Mortgage Officer

Attest: Mull While

John W. Fahnestock Asst. Secretary

STATE OF New York COUNTY OF Erie Before me the undersigned, a Notary Public in and for said county and State, this 30th day of September, 1998 , personally the Mortgage Officer appeared Kelley A. Zilliox of M & T MORTGAGE CORPORATION

and acknowledged the execution of the foregoing Assignment of Mortgage. In witness whereof I have subscribed my name and affixed my official seal.

110 Ly 11 11 11 12 Governe Cliva Roxanne Rivera

ROXANNE RIVERA No. 5017518 Notary Public, State of New York Qualified in Erie County Notary Public My Commission Expires

My/commission expires:09/29/1999

document prepared by: M.Hoy/NTC,420 N. Brand Bl.4th Fl. Glendale, CA 91203 (800)346-9152 when recorded return to:

Richardson Consulting Group 505 A San Marin Dr. #110 Novato, CA 94945

MTEMC BW 9BW

UNTERBERG & ASSOCIATES, P.C. 8050 Cleveland Place Merrillville, IN 46410 99-5985

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1200 39418 OK# 039418

91028091

Douglas R Kvach By 292 Themolte In 4631 6 309634 2009884

[Space Above This Line For Recording Data] FHA Case No State of Indiana **MORTGAGE** 151:35858760 THIS MORTGAGE ("Security Instrument") is given on June 5 The Mortgagor is Leonard Fleming

whose address is 1406 E. 36th Avenue, Gary, Indiana 46408. This Security Instrument is given t

Statewide Funding Corporation

which is organized and existing under the laws of The State of New York , and whos address is Ushers Road, P.O. Box 390, Northway Executive 10, Clifton Park,
New York 12065 ("Lender"). Borrower owes Lender the principal sum c

Thirty-five Thousand Three Hundred Fifty-Four and no/100

Dollars (U.S. \$ 35, 354.00). This debt is evidenced by Borrower's note dated the same date as this Securit Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable o . This Security Instrument secures to Lender: (a) the repayment of the debt evidence July 1, 2021 by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenant and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant an convey to Lender the following described property located in

Lake County, Indiana

Lot 28, except the West 15 feet thereof, all of Lot 29, and the West 13 feet of Lot 30, Block 9, South Gary Subdivision, City of Gary, as shown in Plat Book 7, page 13, Lake County, Indiana.

which has the address of 1406 E. 36th Avenue, Gary Indiana [ZIP Code], ("Property Address"); 46408

[Street, City]

TOGETHER WITH all the improvements now or hereafter crected on the property, and all easements, rights, appurtenances rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.