

STATE OF INDIANA  
LAKE COUNTY  
FILED IN RECORD

2000 081726

2000 NOV -8 AM 9:32

MORRIS V. CARTER  
RECORDER

Record and Return to:  
EMAC 1099 18th Street, # 1600  
Denver, CO 80202  
6278000891 0009144759  
XRF0433-051-0038 100025400002103605

**ASSIGNMENT OF MORTGAGE**

LOAN NO.: 6278000891

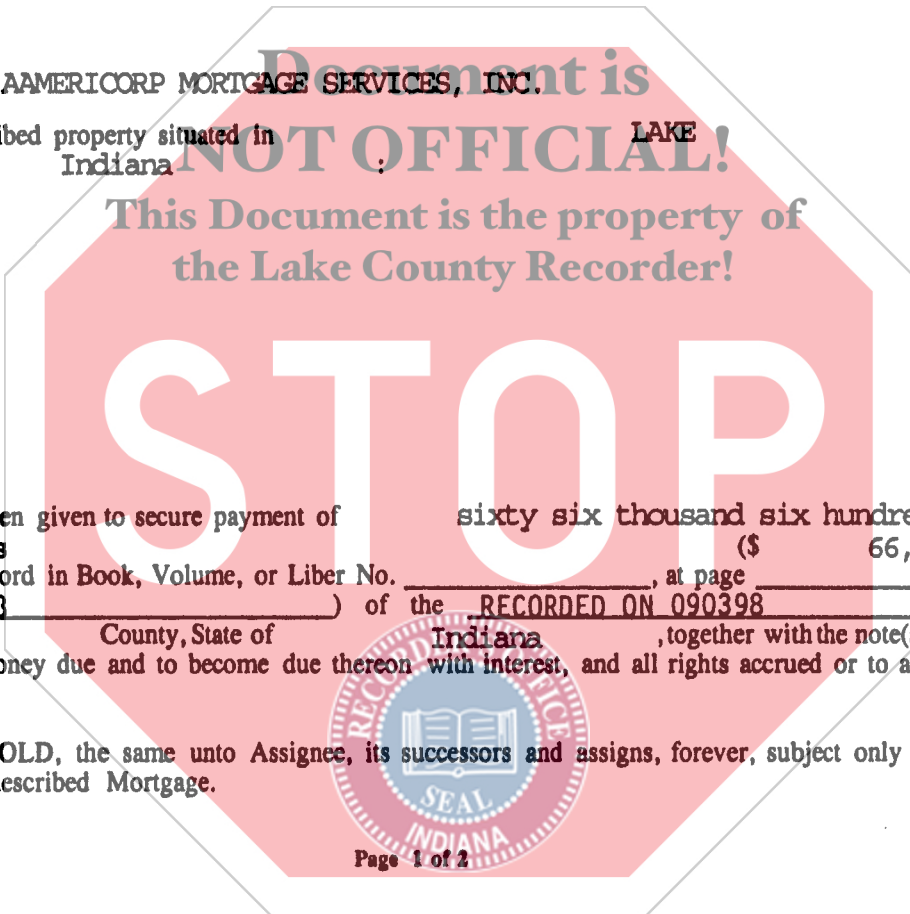
For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is  
7000 CENTRAL PARKWAY, STE. 1570, ATLANTA, GA 30328  
does hereby grant, sell, assign, transfer and convey, unto .

(herein "Assignee"), whose address is  
**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**  
**P.O. Box 2026, Flint, MI 48501-2026**

a certain Mortgage dated September 1, 1998, made and executed by  
JUSTIN D. COZART

to and favor of AAMERICORP MORTGAGE SERVICES, INC.

upon the following described property situated in LAKE County,  
State of Indiana



such Mortgage having been given to secure payment of sixty six thousand six hundred  
and NO/100ths (\$ 66,600.00 ),  
which Mortgage is of record in Book, Volume, or Liber No. \_\_\_\_\_, at page \_\_\_\_\_  
(or as No. 98070238) of the RECORDED ON 090398 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.

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

INDIANA ASSIGNMENT OF  
MORTGAGE - FNMA 11/95

Page 1 of 2

ASSMIN1 11/96

*Handwritten:* 11/6/00  
#6443

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on \_\_\_\_\_

MORCAP, INC.

*Rebecca M. Judge*  
\_\_\_\_\_  
*Rebecca M. Judge*  
\_\_\_\_\_  
REBECCA M. JUDGE  
ATTORNEY-IN-FACT

\_\_\_\_\_  
[Acknowledgment(s) Attached]



**ACKNOWLEDGEMENT(S)**

State of *MN*

County of *Hennepin*

ss:

Signed, sealed and delivered in the presence of:

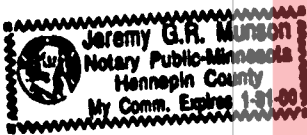
**Document is NOT ORIGINAL!**  
*Travis Nelson*  
Unofficial Witness

This Document is the property of the Lake County Recorder!

(Seal)

*[Signature]*  
Notary Public

My Commission Expires: \_\_\_\_\_



ACKNOWLEDGEMENTS

Page 1 of 1



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

LOTS 62A AND 63A, RESUBDIVISION OF LOTS 38 TO 59, INCLUSIVE, AND LOTS 118 TO 135, INCLUSIVE, LIBERTY PARK HIGHLANDS, AN ADDITION TO THE CITY OF CROWN POINT, AS SHOWN IN PLAT BOOK 28, PAGE 72, IN LAKE COUNTY, INDIANA. COMMONLY KNOWN AS 353 MAPLE ST., CROWN POINT, IN 46307.

**NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder!

03-07-0213-0025

which has the address of 353 MAPLE STREET, CROWN POINT (Street, City),  
Indiana 46307 [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.