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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2003 071748

2003 JUL 10 PM 12:47

MORRIS 843-2437  
RECORDER

**ASSIGNMENT OF NOTE AND MORTGAGE**

13-081 50214

FOR VALUE RECEIVED, THE UNDERSIGNED, hereby assigns, transfers and sets over to

JPMorgan Chase Bank as Indenture Trustee, c/o Residential Funding Corporation, 2255 North Ontario, Suite 400, Burbank, CA 91504-3190

that certain mortgage executed by **Raymond E Boilek, Mary Ann Boilek as Husband and Wife**, as Mortgagor(s), to NEW STATE MORTGAGE LLC as Mortgagee, dated ~~12/06/2002~~ and recorded on

1-30-2003 in the Recorder's Office of Lake County, State of IN as Instrument No. 2003-01170 Book \_\_\_\_\_ Page \_\_\_\_\_ together with note and indebtedness secured thereby.

Dated 1-21-03

IN WITNESS WHEREOF, NEW STATE MORTGAGE LLC, has caused its corporate Seal to be hereto affixed and these presents to be signed by its Authorized Agent, this day FEBRUARY 28, 2003.

02-34449  
R/2<sup>ND</sup>

NEW STATE MORTGAGE LLC

BY:   
GARRY J ALOIA, MANAGING MEMBER

ATTEST  
  
Angela Catrino, Manager -Loan Servicing

STATE OF Indiana )


COUNTY OF Lake )

Document is  
**NOT OFFICIAL!**

SS: This Document is the property of  
the Lake County Recorder.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above-named Authorized Agents, respectively, of New State Mortgage LLC, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Officers appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said Authorized Agent acknowledged that he, as custodian of the corporate seal of said corporation, did affix the same to said instrument as his free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and seal, this day FEBRUARY 28, 2003.

  
NOTARY PUBLIC  
WENDY M NOBLE

My Commission Expires: 04/04/07

County of Residence: LAKE

This instrument has been prepared by, Garry J. Aloia, Managing Member, of New State Mortgage LLC, 8401 Virginia Street, Merrillville, IN 46410.

After Recording Return To:

**PEELLE MANAGEMENT CORPORATION**  
ASSIGNMENT JOB #90822  
P.O. BOX 30014  
RENO, NV 89520-3014  
(775) 827-9600



12-  
DG  
11/3/908

09/19/25 - PMD  
#2355

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RECORDATION REQUESTED BY:

WHEN RECORDED MAIL TO:

ENCORE BANK, A Federal Savings Association  
ENCORE BANK  
P. O. Box 570847  
Houston, TX 77257-0847

# 8405937

01162038426

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated December 9, 2002, among Bruce E Chambers and Cathy Denise Chambers, whose address is 3105 Montwood Trail, Austin, TX 78746 ("Grantor"); ENCORE BANK, A Federal Savings Association, whose address is ENCORE BANK, P. O. Box 570847, Houston, TX 77257-0847 (referred to below sometimes as "Beneficiary"); and L. Anderson Creel, whose address is P. O. Box 570847, Houston, TX 77257-0847 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; and all easements, rights of way, and appurtenances; all water and water rights; and all other rights, royalties, and profits relating to the real property, including without limitation such rights as Grantor may have in all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Travis County, State of Texas:

Lot 3, 4 and Block G, SOUTHLAND OAKS SECTION THREE-B, according to map or plat thereof recorded in Volume 86, Page 47B, Plat records of Travis County, Texas.

The Real Property or its address is commonly known as 3105 Montwood Trail, Austin, TX 78746.

Grantor hereby absolutely assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

PURPOSE OF LOAN. The Note in the amount of \$16,980.00 represents, in part or in whole, cash or other financial accommodations advanced or committed by Lender to Grantor on December 26, 2002 at Grantor's request, of which Grantor hereby acknowledges receipt.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender