

WHEN RECORDED, RETURN TO:

FIRST NATIONAL BANK OF ARIZONA 2005 007033 P.O. BOX 66604 PHOENIX, AZ 85082

2005 JAH 31 AM 8:55

Loan No.: 3265003280

Borrower: SYLVIA DIANE COMPTON

# AFFIDAVIT OF LOST ASSIGNMENT

State of INDIANA

County of LAKE

The undersigned Affiant has the right of Beneficiary under a MORTGAGE executed by HOME EQUITY LENDING PARTNERS (Trustor), to SYLVIA DIANE COMPTON (Beneficiary), dated 8/30/2002, and recorded on 9/17/2002, as INSTRUMENT # 2002083555, in the office of the County Recorder of LAKE, in the State of INDIANA.

Affiant is the current holder of the Note, which is secured by the above-described Security Deed. A full copy of the front and back of said Note is hereby attached and incorporated herein by this reference, Marked as Exhibit "A' This Document is the property of

Affiant is also the current Beneficiary under said MORTGAGE as evidenced by endorsement(s) set forth on the attached copy of the Note. Any Assignment has been lost without first being recorded.

This Affidavit, supported by a copy of the front and back of the Note, is recorded to evidence the fact that the MORTGAGE referenced above was assigned as shown on said Note and as set forth above, despite the fact that no assignment of said MORTGAGE was recorded. In addition, as set forth the attached copy of the unrecorded assignment from HOME EQUITY LENDING PARTNERS to FIRST NATIONAL BANK OF NEVADA, is evidence of the intent to assign and said copy of assignment is incorporated herein by this reference, Marked as Exhibit "B".

Date: December 29, 2004

BANK OF ARIZONA

BEA WOLNOSKI VICE PRESIDENT

State of ARIZONA County of MARICOPA

On December 29, 2004 before me, personally appeared BEA WOLNOSKI, 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 she executed the same in her authorized capacity and that by her 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.

OFFICIAL SEAL MICHELE A. LIEBERMAN NOTARY PUBLIC-ARIZONA MARICOPA COUNTY My Comm. Expires June 15, 2006 (Seal)

Exhibit

First National Bank of Arizona Certified by: r

NOTE

Loan Number 3265003280

AUGUST 30, 2002 [Date]

FORT WAYNE [City]

INDIANA [State]

7216 VANBUREN AVE, HAMMOND, INDIANA 46324 [Property Address]

# BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 60,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is HOME EQUITY LENDING PARTNERS, A CORPORATION

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## **INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.500%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

# **PAYMENTS**

# (A) Time and Place of Payments

I will pay principal and interest by making a payment every month

I will make my monthly payment on the 1stday of each month beginning on NOVEMBER. 2002 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on OCTOBER 1, 2032 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 921 BARR STREET SUITE 102, FORT WAYNE INDIANA 46802

(B) Amount of Monthly:Payments

My monthly payment will be in the amount of U.S. \$ 461.35

BORROWER'S RIGHT TO PREPAY \*\* See attached Prepayment Rider.

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

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MULTISTATE FIXED RATE NOTE--Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3200 1/01

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or at a different place if required by the Note Holder.

# LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

### BORROWER'S FAILURE TO PAY AS REQUIRED 6.

# (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

# (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

## (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

# (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

# GIVING OF NOTICES Document is the property of

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

# OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

# WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

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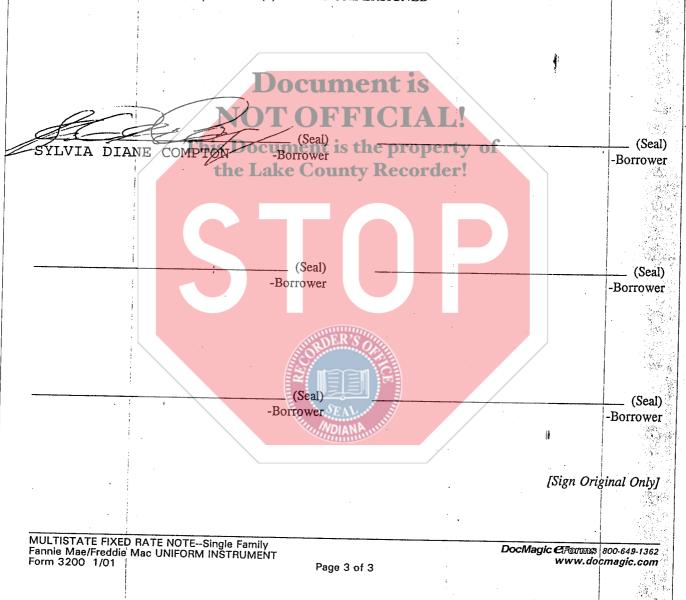
# 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED



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# NOTE ADDENDUM PREPAYMENT PENALTY

# NOTICE TO BORROWER

Do not sign this loan agreement before you read it. This loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

Loan Number 3265003280

This Note Addendum is incorporated and shall be deemed to amend and supplement the Adjustable Rate Note or Fixed Rate Note, as applicable ("Note") of the same date executed by the undersigned and payable to EQUITY LENDING PARTNERS

(the "Lender"). The Note is secured by a Mortgage or Deed of Trust or comparable security instrument (the "Security Instrument") covering the property (the "Property") identified in the Security Instrument.

This Note Addendum provides for a penalty with respect to prepayments of the obligation represented by the Note made within 1 years from the date I executed the Note. I am executing this Note Addendum in consideration of the Lender's having charged me a lesser interest rate and/or points in connection with the Note than if I had selected a loan program which permits prepayments without penalty.

Section 5 of the Note for an Adjustable Rate Note or Section 4 for a Fixed Rate Note is amended to read as follows:

# BORROWER'S RIGHT TO PREPAY 1 1 CIT IS

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

The first 1.2 months of the loan term is called the "Penalty Period." In any twelve

month period during the Penalty Period, I may prepay up to 20% of the original principal amount of this Note without paying a penalty. If I make a prepayment in excess of 20% of the original principal amount in any twelve month period during the Penalty Period, I will pay a penalty. The penalty will be equal to the lesser of (a) six (6) months' advance interest on any amount prepaid in excess of 20% of the original principal amount of this Note; or (b) such lesser amount as may be required by applicable law.

No prepayment penalty will be assessed for any prepayment made after the Penalty Period. No prepayment penalty will be assessed with any prepayment that is (a) concurrent with a bona fide sale of the Property securing this Note to an unrelated third party and (b) made after the first twelve months of the loan term. The Note Holder may require reasonable documentation at the time identifying the prepayment as being in connection with the sale of the Property. A prepayment penalty will be assessed in connection with a prepayment made during the first twelve months of the Penalty Period, regardless of whether the Property has been sold.

The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes.

If my loan is an Adjustable Rate Note, a partial prepayment may reduce the amount of my monthly payments after the first change date following my partial prepayment. However, any reduction due to partial prepayment may be offset by an interest rate increase.

The Note Holder's failure to collect a prepayment penalty at the time a prepayment is received shall not be deemed a waiver of such penalty and any such penalty calculated in accordance with this section shall be payable upon demand.

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NOTE ADDENDUM PREPAYMENT PENALTY

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WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

(Seal) (Seal) -Borrower -B

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

NOTE ADDENDUM PREPAYMENT PENALTY

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# ALLONGE TO PROMISSORY NOTE

# ALLONGE TO PROMISSORY NOTE

WITHOUT RECOURSE PAY TO THE ORDER OF:

First National Bank of Nevada

NAME: REBECCA N, POTTER-HANSEN
TITLE: OPERATIONS MANAGER
COMPANY: HOME EQUITY LENDING PARTNERS

BORROWER NAME:

LOAN NUMBER 3 PROPERTY ADDRESS LOAN AMOUNT



9-13-02

WHEN RECORDED, MAIL TO: HOME EQUITY LENDING PARTNERS

HOME EQUITY LENDING PARTNERS 921 BARR STREET SUITE 102 FORT WAYNE , INDIANA 46802

Order No. Escrow No. Application No.

CORPINI AOM

CERTIFIED TO BE A TRUE AND EXACT COPY OF THE ORIGINAL, WHICH HAS BEEN TRANSMITTED FOR RECORDING

ALM REPRESENTATION RELIGIORALISTE DE MATERIALISTA PROPERTO DE LA COMPETATION DE LA COMPETATION DE LA MARCA DE

Loan No. 3265003280	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE
Corporation Ass	ignment of Mortgage
FOR VALUE RECEIVED, HOME EQUITY LET	NDING PARTNERS, A CORPORATION
Docur	nent is
having its principal place of business at 921 BARR	("Assignor"),
FORT WAYNE , INDIANA 46802	「
hereby grants, assigns and transfers to FIRST NATIONAL BANK OF NEVADA, A NATIONAL ASSOCIATION, 14635 N. KIERLAND BLVD. #201 SCOTTSDALE, AZ 85254	
ASSOCIATION, 14635 N. KIERLAND BI	#201 SCOTTSDALE, AZ 85254 ("Assignee")
all of Assignor's rights, title and interest in, to, and unde	er that certain Mortgage dated AUGUST 30, 2002
executed and delivered by SYLVIA DIANE CO	MPTON, AN UNMARRIED WOMAN
	, Mortgagor,
and recorded either concurrently herewith; or	R'S
as Instrument No.	in book , page ,
of Official Records in the County Recorder's office of	
covering certain real estate and other property described	LOT 5, BLOCK 7, RESUBDIVISION OF
PARTS OF JACKSON TERRACE, IN THE	CITY OF HAMMOND, AS PER PLAT THEREOF 4, IN THE OFFICE OF THE RECORDER OF
, RECORDED IN PLAT BOOK 18, PAGE LAKE COUNTY, INDIANA.	4, IN THE OFFICE OF THE RECORDER OF
	8
	eferred to therein and secured thereby, the money due and to become
due thereon with interest, and all rights accrued or to acc	rue under said Mortgage.
	oration Assignment of Mortgage to be executed by its duly authorized
officer as of the day and year first written below.	
NOIANA CORPORATION ASSIGNMENT OF MORTGAGE (1/97)	Page 1 of 2 DocMagic ©Forms 800-649-136

