

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2006 AUG 21 AM 9:25

MICHAEL A. BROWN
RECORDER

2006 072559

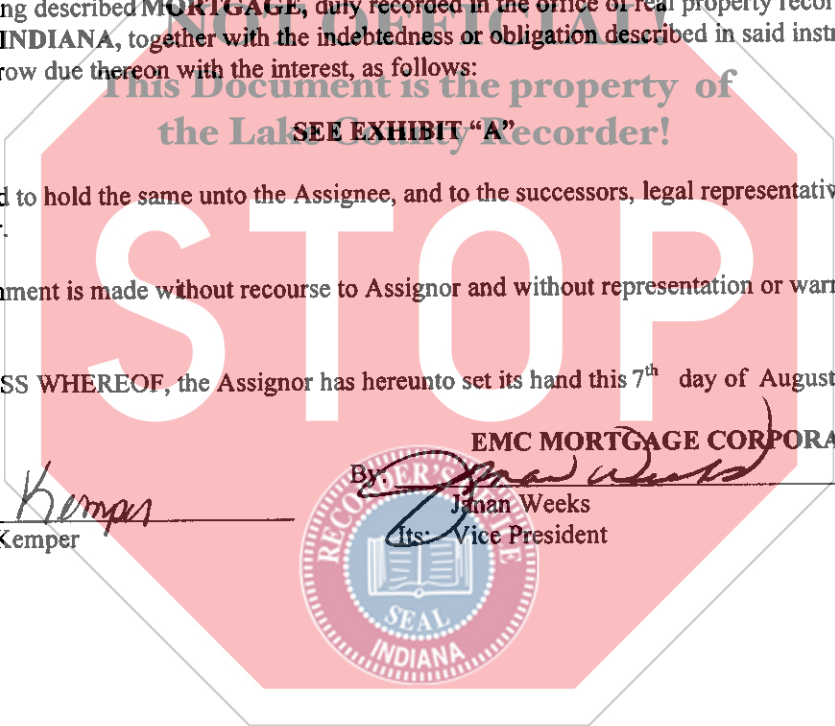
Recording Requested by and Return to:
EMC MORTGAGE CORPORATION
2780 Lake Vista Drive
Lewisville, TX 75067
ATTN: COLLATERAL MANAGEMENT DEPT.

This document prepared by:
HANOVER CAPITAL PARTNERS Ltd.

Tracking #1: 0005661202 Tracking #2: UCF7/BSAB IN

ASSIGNMENT OF MORTGAGE

Know that **EMC MORTGAGE CORPORATION**, a Delaware Corporation, whose address is 2780 Lake Vista Drive, Lewisville, TX 75067, "Assignor", for value received and other good and valuable consideration paid by **Deutsche Bank National Trust Company as Trustee, FKA Bankers Trust Company of California, N.A. as Trustee for certificateholders of Bear Stearns Asset Backed Securities, Inc. Asset Backed Certificates, Series 2001-2**, whose address is 1761 E. St. Andrews Place, Santa Ana, CA, 92705, "Assignee", the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby grant, bargain, sell, assign, transfer and convey unto the Assignee the following described **MORTGAGE**, duly recorded in the office of real property records in the County of **LAKE**, State of **INDIANA**, together with the indebtedness or obligation described in said instrument, and the monies due and to grow due thereon with the interest, as follows:



To have and to hold the same unto the Assignee, and to the successors, legal representatives and assigns of the Assignee forever.

This Assignment is made without recourse to Assignor and without representation or warranty by Assignor, express or implied.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand this 7th day of August, 2006

In Presence of:

Tammy Kemper
Witness 1: Tammy Kemper

EMC MORTGAGE CORPORATION

By: *Janan Weeks*
Janan Weeks
Its: Vice President

ck#
26785
20.00
D.D.M.

STATE: IN

COUNTY: LAKE

EXHIBIT "A"

Tracking #1: 0005661202

Tracking #2:UCF7/BSAB

MORTGAGOR/TRUSTOR: PEOLA E. BRITT

MORTGAGEE/BENEFICIARY: UNITED COMPANIES LENDING CORPORATION

Show Desktop.scf

DATE OF MORTGAGE/DEED OF TRUST: 11/16/1994

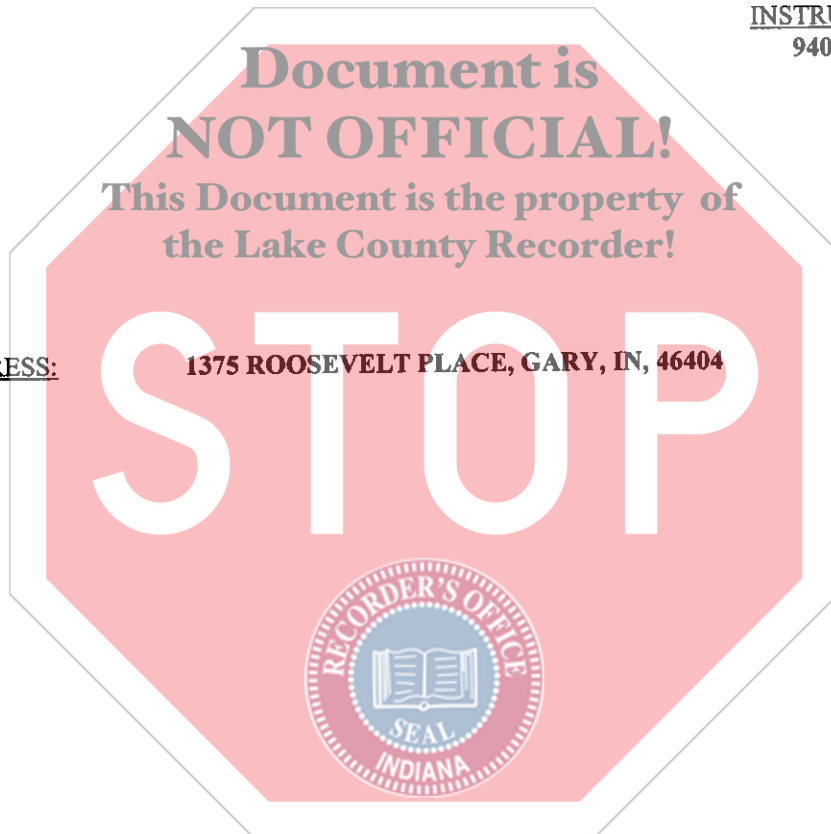
AMOUNT: \$18,100.00

RECORDED:

DATE
11/23/1994

INSTRUMENT #

94079643



PROPERTY ADDRESS:

1375 ROOSEVELT PLACE, GARY, IN, 46404

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
LOAN POLICY - SCHEDULE A**

595 728

Policy No.: MM-1718611

Order No.: 37173630

Amount of Insurance: \$18,100.00 ✓

Date of Policy: November 23, 1994, or the date of recording of the insured mortgage, whichever is later. ✓

1. Name of Insured:

UNITED COMPANIES LENDING CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS AS THEIR INTERESTS MAY APPEAR.

2. The estate or interest in the land described in this Schedule and which is encumbered by the insured mortgage is:

FEE SIMPLE ✓

3. The estate or interest referred to herein is at Date of Policy vested in:

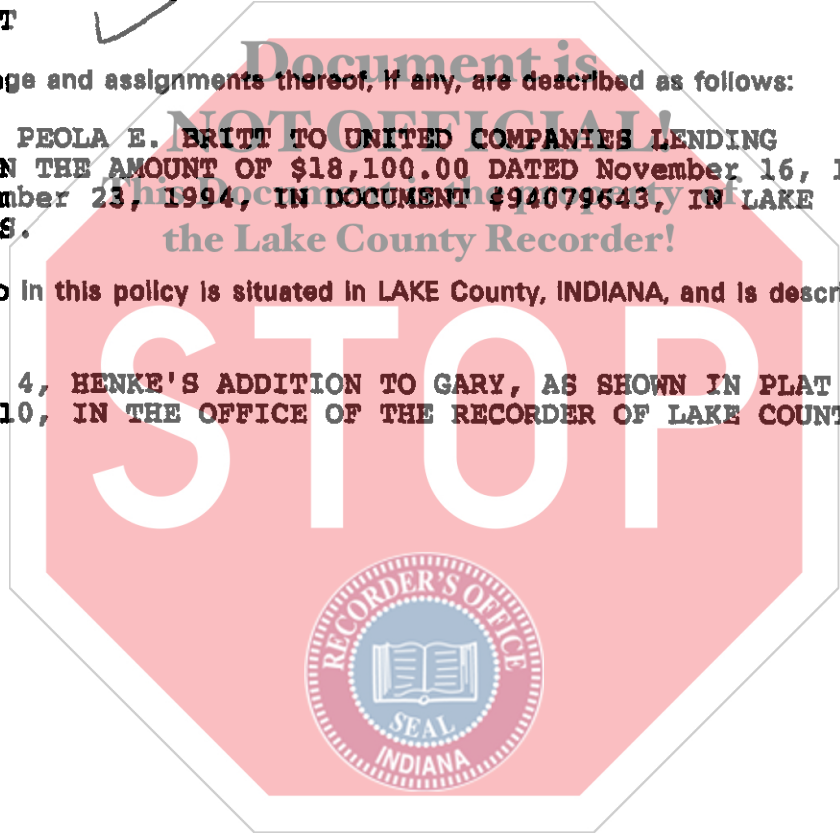
PEOLA E. BRITT ✓

4. The insured mortgage and assignments thereof, if any, are described as follows:

MORTGAGE FROM PEOLA E. BRITT TO UNITED COMPANIES LENDING CORPORATION IN THE AMOUNT OF \$18,100.00 DATED November 16, 1994, RECORDED November 23, 1994, IN DOCUMENT #94079643, IN LAKE COUNTY RECORDS.

5. The land referred to in this policy is situated in LAKE County, INDIANA, and is described as follows:

LOT 10, BLOCK 4, HENKE'S ADDITION TO GARY, AS SHOWN IN PLAT BOOK 9, PAGE 10, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



This policy valid only if Schedule B is attached

94079643

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD 3630

BRITT 360-036-40221
25-45-29-10

94 NOV 23 AM 11:03

SAMUEL ORLICH
RECORDER

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SAS
7-28

MORTGAGE AND SECURITY AGREEMENT
(Simple Interest Obligation)

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage") is given on NOVEMBER 16, 19 94.
The mortgagor is PROLA E. BRITT
("Borrower"). This Mortgage is given to UNITED COMPANIES LENDING CORPORATION, which is organized and existing
under the laws of Louisiana and whose address is 1449 EAST 84TH PLACE
MERRILLVILLE, IN 46410 ("Lender"). Borrower owes Lender the principal sum of EIGHTEEN THOUSAND ONE HUNDRED AND
NO/100 Dollars (U.S. \$ 18,100.00). This debt is evidenced by Borrower's note
dated the same date as this Mortgage ("Note"), which provides for monthly payments, with the full debt, if not paid earlier,
due and payable on DECEMBER 1, 2009. This Mortgage secures to Lender: (a) the repayment of the debt evidenced by the
Note, with interest and other charges due under the Note, and all renewals, extensions and modifications thereof; (b) the
payment of all other sums advanced under paragraph 7 and paragraph 23 to protect the security of this Mortgage, with
interest; and (c) the performance of Borrower's covenants and agreements under this Mortgage and the Note. For this pur-
pose, Borrower does hereby MORTGAGE and WARRANT to Lender, and grant to Lender a security interest in the following
described property located in LAKE County, Indiana (the "Real Estate"):
LOT 10 BLOCK 4, HENKES'S ADDITION TO GARY, AS SHOWN IN PLAT
BOOK 9, PAGE 10, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY,
INDIANA.

Document is
NOT OFFICIAL!

which has the address of 1375 ROOSEVELT PLACE GARY, IN 46404, Indiana
("Property Address");

TOGETHER WITH all buildings and improvements now or hereafter erected on the Real Estate and all easements,
rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock, and all fixtures now
or hereafter located on the Real Estate. All replacements of, additions to, and proceeds of such property shall also be covered
by this Mortgage. The Real Estate and all of the foregoing is referred to in this Mortgage as the "Property."

The term "Property" also specifically includes, and Mortgagor mortgages and warrants to Lender, and grants to Lender
a security interest in, the following property, which is now or hereafter may be located on or a fixture upon the Real
Estate:

together with all additions, accessories and accessions to such property, all replacements of such property, and all proceeds
of such property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mort-
gage, grant and convey the Property and that the Property is unencumbered, except for mortgages, liens, encumbrances and
security interests identified in Section 25 of this Mortgage. Borrower warrants and will defend generally the title to the Pro-
perty against all claims and demands, subject only to the mortgages, liens, security interests and encumbrances identified
in Section 25 of this Mortgage.

Borrower covenant(s) and agree(s) as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the prin-
cipal of and interest on the debt evidenced by the Note and any minimum finance charges, prepayment premiums 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") equal to one-
twelfth of: (a) yearly taxes and assessments which may become a lien against all or any part of the Property; (b) yearly leasehold
payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance
premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data
and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or
state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender
may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender
pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may
agree in writing that interest shall be paid on the Funds. 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. 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 the sums secured by this Mortgage.

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