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Record and Return to:

2007 044738

UNTERBERG & ASSOCIATES, P.C.

8050 Cleveland Place

Merrillville, IN 46410

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 JUN - 1 PH 12: 5 I

Assignment of **WELLS FARGO** Mortgage BANK, N. A. 98-50477 LPO #: Loan #: Pool #: For value received, Wells Fargo Bank, N. A., successor by merger to Wells Fargo Home Mortgage, Inc. who was f/k/a Norwest Mortgage, Inc., hereby sells, assigns and transfers to EMC Mortgage Corporation its successors and assigns, all its right, title and interest in and to a certain Mortgage KIMBERLY MCCARTHY, SINGLE executed by To: Mortgage Electronic Registration Services, Inc. (MERS) A.D. 2006 and and bearing the date the 19th LAKE County, recorded in the office of the Recorder of INDIANA State of 2006066814 on the A.D. 2006 AUGUST as Document No. 21st This day of umen FEBRUARY roperA.D. 20 07 Signed the the Lake County Wells Fargo Bank, N. A., successor by I affirm, under the penalties for perjury, that I have merger to Wells Fargo Home Mortgage, Inc., taken reasonable care to redact each Social Security who was flkia Norwest Mortgage, Inc. number in this document, unless required by law (name). Ву EDWARD OLSON Vice President Loan Documentation Title **MINNESOTA** State of SS County of **HENNEPIN** A.D. 20 07 Before me, a Notary Public, 21 **FEBRUARY** On this 100 South 5th Street, # 2000, Mpls. MN 55402 **EDWARD OLSON** personally appeared to me known, who being duly sworn, did say that (he/she) is the Vice President Loan Documentation of Wells Fargo Bank, N. A. successor by merger to Wells Fargo Home Mortgage, Inc., who was f/k/a Norwest Mortgage Inc. and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that said instrument was executed on behalf of said corporation. **ED OLSON** PREPARED BY ASSIGNOR: Notary Public Wells Fargo Bank, N. A 100 South 5th Street # 2000 Minneapolis, MN 55402



D.D. M. 15.003 # 20102100

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the Lake of COUNTY

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

THE NORTH 1/2 OF LOT 9, BLOCK 8 IN BROADWAY GARDENS, AS PER PLAT THEREOF, RECORDED IN PLAT THEREOF, RECORDED IN PLAT BOOK 19, PAGE 14 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA A.P.N.: 41-0159-0013

which currently has the address of

5085 CAROLINA ST [Street]

Gary

Indiana

("Property Address"):

46409 [Zip Code]

[City]

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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.

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, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay fonds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured

by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return