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2007 095194

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 DEC -5 AM 8:36

MICHAEL A. BROWN
RECORDER

RECORD 1ST

Please Record & Return To:
Attn: Deb Poppe
Poppe Mortgage Services
17006 Seven Pines Drive
Spring, TX 77379



BV# 348933 ^A

BOND FOR TITLE

BETWEEN

**Document is
NOT OFFICIAL!**
HOME SERVICING, LLC

**This Document is the property of
the Lake County Recorder!**

AND

STOP

CRUSETIA MOBLEY

Prepared By: Jerusha Nibbs
Bayview Financial, L.P.
4425 Ponce De Leon Blvd., 5th Floor
Coral Gables, FL 33146



AS# 2007-095196

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STATE OF INDIANA)
)
COUNTY OF LAKE)

BOND FOR TITLE

KNOWN ALL MEN BY THESE PRESENTS, that Home Servicing, LLC hereinafter referred to as Seller, is held and firmly bound unto Crusetia Mobley* hereinafter referred to as the Purchaser, and to the said Purchaser's Executors, Administrators, heirs and assigns, jointly and severally by these presents:

The Seller has this day agreed to sell to the said Purchaser the property whose municipal address is 812 Johnson Street, Gary, IN 46402 and more fully described below:

LOT 27 IN BLOCK 1 IN RESUBDIVISION OF GARY LAND COMPANY'S THIRD SUBDIVISION, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 13 PAGE 8, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. COMMONLY KNOWN AS 812 JOHNSON STREET, GARY, INDIANA 46402.

This conveyance is made subject to easements, conditions, and restrictions of record affecting the property.

The Purchasers agree to pay the Seller the sum of Thirty Two Thousand Five Hundred and NO/100 (\$32,500.00) Dollars in the following manner:

A. Upon the closing of this transaction, the Purchaser shall pay to the Seller the sum of One Thousand and NO/100 (\$1,000.00) Dollars in certified funds.

B. The Purchaser promises to pay the remaining balance of \$31,500.00 plus interest thereon at 10% per annum from April 1, 2007 until paid, in addition the Purchaser will be responsible for all taxes, insurance, assessments, repairs and maintenance on the property. **The monthly payment in the amount of \$286.24 is due on April 1, 2007 and each month thereafter until the outstanding balance is paid in full.** There are 299 scheduled payments of \$286.24 and the final payment of \$287.13. As each payment is made the amount so paid shall be applied first to the payment of the interest, and the balance of said amount so paid shall be credited on the principal of said indebtedness. All payments will be mailed to Home Servicing, LLC at 10523 N. Oak Hills Pkwy, Suite A, Baton Rouge, LA 70810, on or before the first of each month.

C. If the Seller has not received the full amount of any monthly payment by the tenth (10th) day of the month that such payment is due, the Purchaser will pay a late charge in the amount of five (5%) percent of the principal and interest due in addition to their regular monthly payment.

THE CONDITIONS OF THIS OBLIGATION ARE:

* Located at 5239 W. 11th Ave., Gary, IN 46406

1. Taxes, Insurance, and Assessments. The Purchaser shall be responsible to pay all assessed taxes on the property as well as any applicable assessments and to provide proof of fire, hazard insurance coverage on the property with Home Servicing, LLC as the loss payee.

2. Conveyance of Property. The Seller warrants and represents that it will own fee simple title to the subject property, free and clear of any liens or encumbrances, except as follows: the covenants and restrictions of record and the mortgage that is more fully described hereafter in Paragraph 4.

3. Payment of Full Purchase Price. By virtue of execution of this Agreement, the Purchaser agrees to payment of the full purchase price within three hundred (300) months from the date of this agreement. The Seller upon receiving the full purchase price will convey, by proper general warranty deed, the subject property to the Purchasers.

4. Existing Mortgage. It is understood and agreed by and between in the parties that the Seller presently does not have a mortgage against the property.

5. Postponement of Sale. The parties' intent in this transaction shall be considered a postponement of the sale and closing of the property, coupled with a permission to occupy said property, if applicable, until alternate financing has been obtained by Purchasers or other payment in full of the balance of the purchase price has been accomplished. This Agreement in and of itself shall not be deemed a "sale" but rather shall be deemed an agreement of occupancy and/or for deed as hereinabove described.

6. Default/Forfeiture. Should the Purchaser default in making the payment or fulfilling any obligation hereunder, the Seller may either elect to bring action against the Purchasers for specific performance of this Agreement or enforce a forfeiture of the interest of the Purchasers in any lawful manner after thirty (30) days written notice to the Purchaser of the default, said notice being sent via certified mail, return receipt requested, to Purchaser at the following address:

ADDRESS OF PURCHASER: 812 Johnson Street, Gary IN 46402

7. Notice. Said notice shall specify explicitly the event of default and shall further provide that the Purchaser shall have the right to cure said default within the allotted Thirty (30) days time period from the date that notice is mailed. In the event such forfeiture is enforced, Purchasers shall forfeit any and all rights and interest hereunder in and to such property and shall surrender to Seller forthwith peaceful possession of such property.

8. Default Defined. The Purchasers acknowledge and agree that any payment not received by the Seller by the Thirtieth (30th) day from the due date of the principal and interest payment constitutes a default under the terms of this agreement.

The Purchaser acknowledges and agrees that failure to provide proof of insurance coverage as required in paragraph one (1.) herein constitutes default under the terms of the agreement.

The Purchaser acknowledges and agrees that failure to pay taxes and assessments owed required in paragraph one (1.) herein constitutes default under the terms of this agreement.

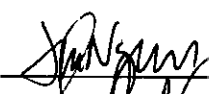
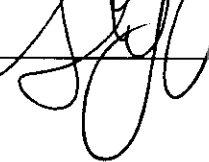
9. Benefit and Burden. This Agreement shall be binding upon all the parties hereto, their successors, personal representatives, heirs, and assigns. In the event of the death of Seller during the term of this Agreement, the Executor(s) or Administrator (s) shall execute and deliver any and all documentation deemed necessary by the Purchaser to comply with the intent of this agreement.

PROPERTY CONDITION CLAUSE: PURCHASER ACKNOWLEDGES THAT THE PRICE OF THE PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S PRESENT CONDITION; ACCORDINGLY, SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, AND PURCHASER HAS NO RIGHT TO DEMAND ANY REPAIRS, INCLUDING REPAIRS REQUIRED BY LENDER. THE SELLER IS RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER CONDITION AS IT WAS WHEN PURCHASE AGREEMENT WAS FULLY EXECUTED. BUYER(s) hereby acknowledge and recognize that this sale is in an 'AS IS" condition, and accordingly, hereby relieve and release SELLER and all previous owners thereof from any and all claims for any vices or defects in said property, whether obvious or latent, known or unknown, easily discoverable or hidden, and particularly for any claim or cause of action for redhibition pursuant to Indiana law or for diminution of purchase price pursuant to law. BUYER(s) acknowledge they understand that redhibition law may enable them to hold SELLER responsible for any obvious or hidden defects in the property existing on the act of sale date, and that they are waiving that right.

Buyer and Seller agree that SELLER will not complete nor provide Buyer a Seller's Property Condition Disclosure statement in accordance with Indiana Code of Laws, as amended, Section 27-5-30, Paragraph (13). Buyer waives the opportunity to conduct a risk assessment or inspection for lead based paint and/or lead based paint hazards if the residential dwelling was built before 1978. The Buyer agrees that it is his sole responsibility to obtain any information contained in the Indiana Sex Offender Registry (Megan's Law).

IN WITNESS THEREOF, the Seller has hereto set his hands and seals this 27th day of March 2007.

WITNESSES:



Jim Nguyen
Stefani Blackwell



SELLER:


Home Servicing, LLC
Authorized Agent George Caballero

STATE OF LOUISIANA)
)
PARISH OF EAST BATON ROUGE)

PROBATE

PERSONALLY appeared before me the undersigned witnesses, who being duly sworn, says that (s) he saw the within-named Seller sign, seal and deliver the within agreement, and that (s) he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this 27th
day of March 2007.

Patrice Staton
NOTARY PUBLIC FOR LOUISIANA
My commission expires: PATRICE STATON

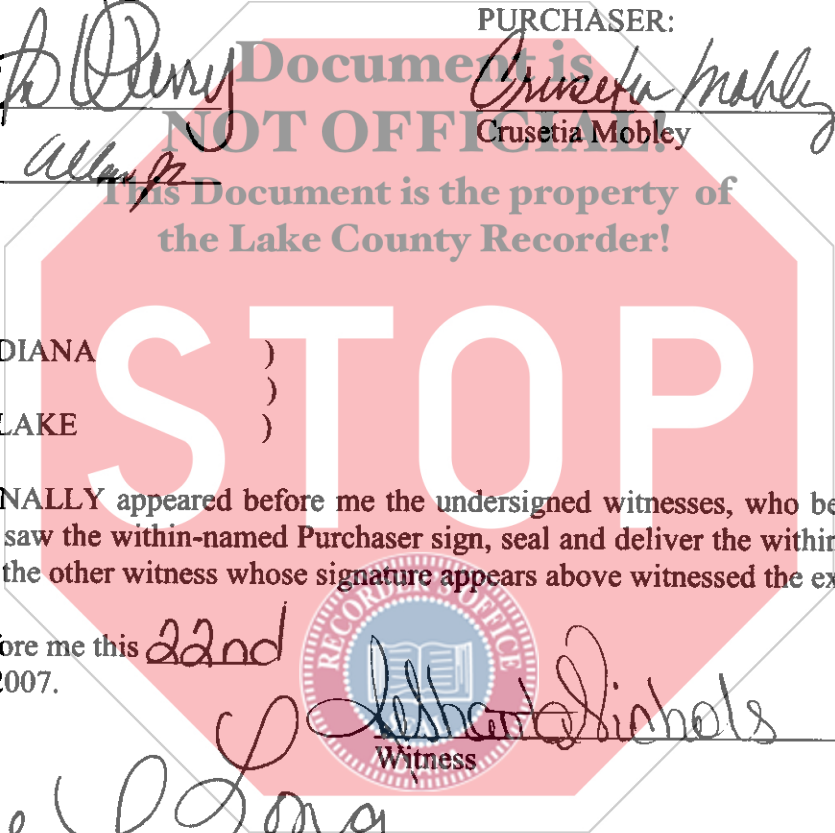
Witness Stefani Blackwell

PATRICE STATON
Notary Public - ID# 24688
State of Louisiana
Parish of East Baton Rouge
My Commission Expires at Death

IN WITNESS THEREOF, the Purchaser has hereto set their hands and seals
this 22nd day of March 2007.

WITNESSES:
Carmelita Perry
Rosamond Allard

PURCHASER:
Crusetia Mobley
Crusetia Mobley



STATE OF INDIANA)
)
COUNTY OF LAKE)

PROBATE

PERSONALLY appeared before me the undersigned witnesses, who being duly sworn, says that (s) he saw the within-named Purchaser sign, seal and deliver the within agreement, and that (s) he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this 22nd
day of March 2007.

Renee Long
NOTARY PUBLIC FOR INDIANA
My commission expires: 6/30/09

Jessica Nichols
Witness

Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

