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2009 079218

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2009 DEC -1 AM 9:04
MICHAEL A. BROWN
RECORDER

CHICAGO TITLE INSURANCE COMPANY

THIS INSTRUMENT PREPARED BY:
Adam Marshall, PHH Mortgage Corporation
d/b/a Coldwell Banker Mortgage
1 Mortgage Way Mount Laurel, NJ 08054

④

BT900852

AFFIDAVIT OF AFFIXATION
(MANUFACTURED HOME)

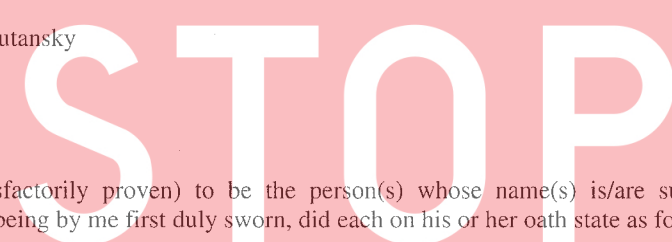
STATE OF INDIANA)
COUNTY OF LAKE)

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BEFORE ME, the undersigned notary public, on this day personally appeared

Ryan J Zakutansky



known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed below (each a "Borrower"), and who, being by me first duly sworn, did each on his or her oath state as follows:

1. Borrower(s) owns the manufactured home ("Home") described as follows:

New/Used	Year	Manufacturer's Name	Model Name and No.	Length/Width	Manufacturer's Serial No.
	1995	Fairmont Homes Inc.	Friendship II		MY95 3777ABW 3B 2FB UTLES

2. The Home is or will be located at the following "Property Address":

9310 OLD LINCOLN HIGHWAY, HOBART, IN 46342

17
AO
CT

3. The legal description of the real property where the Home is or will be permanently affixed ("Land") is:

This mortgage encompasses the land and its improvements which consist of a Manufactured Home dwelling that is permanently affixed to the land and is a part of the real property. Said improvements are further described in Schedule A of the Title (see attached). The unit was manufactured by { Farmont Homes in { 1995 } with a model name of { friendship 11 }. The unit is comprised of approximately { 1291 } square feet of living

4. The Borrower(s) executing below is/are all the legal owner(s) of the real property to which the Home has become permanently affixed.

5. The Home shall be assessed and taxed as an improvement to the Land.

6. (a) All permits required by applicable governmental authorities have been obtained;
(b) The foundation system for the Home complies with all laws, rules, regulations and codes and manufacturer's specifications applicable to the manufactured home becoming a permanent structure upon the real property;
and
(c) The wheels and axles have been removed.

7. The Home is permanently connected to a septic or sewer system and other utilities such as electricity, water and gas.

8. The Home is subject to the following security interests (each, a "Security Interest"):

Name of Lienholder:

PHH Mortgage Corporation dba Coldwell Banker Mortgage

Address:

1 Mortgage Way
Mount Laurel, NJ 08054

Name of Lienholder:

Address:

Original Principal Amount Secured:
\$112,917.00

Original Principal Amount Secured:

9. Other than those disclosed in this Affidavit, the Borrower(s) is/are not aware of (i) any other claim, lien or encumbrance affecting the Home, (ii) any facts or information known to the Borrower(s) that could reasonably affect the validity of the Borrower(s) title to the Home or the existence or non-existence of security interests in the Home.



This Affidavit is executed by Borrower(s) pursuant to applicable state law and shall be recorded in the real property records in the Jurisdiction in which the Home is Located.

R J Zakutansky
Ryan J. Zakutansky

STATE OF INDIANA

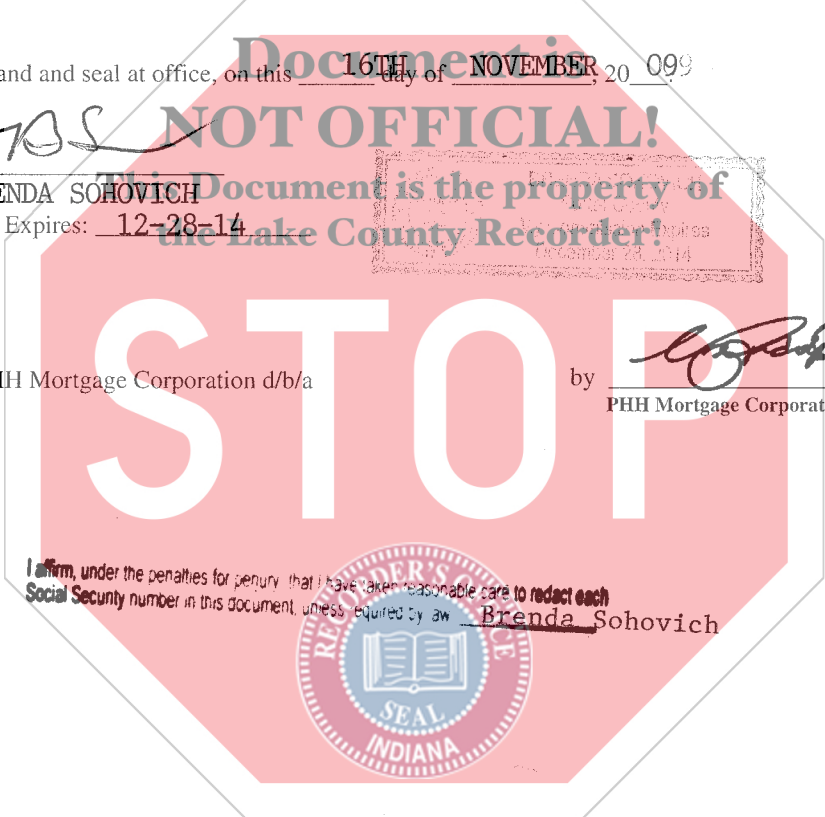
COUNTY OF LAKE

Personally appeared before me BRENDA SOHOVICH, a Notary Public in and for the State and County aforesaid, RYAN J ZAKUTANSKY, the within named person(s), with whom I am personally acquainted (or proved to be on the basis of satisfactory evidence), and who acknowledged that he/she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 16TH day of NOVEMBER, 2009

Notary Public: *B Sohovich*
BRENDA SOHOVICH

My Commission Expires: 12-28-14



Approved by: PHH Mortgage Corporation d/b/a

by *[Signature]*
PHH Mortgage Corporation d/b/a Coldwell

EXHIBIT A

LEGAL DESCRIPTION

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF MERRILLVILLE, IN LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 21, TOWNSHIP 35 NORTH, RANGE 7 WEST; THENCE SOUTH ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 1415.3 FEET TO A POINT IN THE CENTER LINE OF COUNTY ROAD NO. 330 (OLD LINCOLN HIGHWAY); THENCE NORTHEAST WITH AN INTERIOR ANGLE OF 72 DEGREES 08 MINUTES 30 SECONDS, ALONG SAID CENTER LINE OF COUNTY ROAD NO. 330, A DISTANCE OF 1597.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHEAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 160 FEET TO A POINT IN THE CENTER LINE OF COUNTY ROAD NO. 330, WHICH POINT IS ON THE WEST LINE OF ANDERS REAL ESTATE; THENCE NORTHWEST WITH AN INTERIOR ANGLE OF 93 DEGREES 24 MINUTES, A DISTANCE OF 365 FEET TO A POINT; THENCE WEST WITH AN INTERIOR ANGLE OF 104 DEGREES 27 MINUTES 30 SECONDS, A DISTANCE OF 74.34 FEET TO A POINT; THENCE SOUTH WITH AN INTERIOR ANGLE OF 90 DEGREES PARALLEL WITH AND 187 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 7 WEST, A DISTANCE OF 250.39 FEET TO A POINT; THENCE WEST WITH AN EXTERIOR ANGLE OF 90 DEGREES, A DISTANCE OF 25 FEET TO A POINT; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 7 WEST, A DISTANCE OF 30.92 FEET TO A POINT; THENCE SOUTHEAST, A DISTANCE OF 127 FEET TO THE PLACE OF BEGINNING.



Chicago Title Insurance Company

Adopted 6/17/06