

REAL ESTATE MORTGAGE



Name and Address of Mortgagor(s): THOMAS ANDREW SHUMPERT GRACIE MAE SHUMPERT HIS WIFE 452 DURBIN ST GARY, IN 46406		Mortgagee: THE CIT GROUP/CONSUMER FINANCE, INC. 377 E. BUTTERFIELD ROAD SUITE 560 LOMBARD, IL 60148	
Loan Number	Date	Date Final Payment Due	Principal Balance
	01/19/95	01/25/05	\$11,339.27

The words "I," "me" and "my" refer to all Mortgagors indebted on the Note secured by this Mortgage. The words "you" and "your" refer to Mortgagee and Mortgagee's assignee if this Mortgage is assigned.

MORTGAGE OF REAL ESTATE

To secure payment of a Note I signed today promising to pay you the Principal Balance as shown above together with interest at the rate set forth in the Note secured by this Mortgage, each of the persons signing this Mortgage mortgage, and confirms to you the real estate described below, and all present and future improvements on the real estate, which is located in Indiana, County of LAKE, (the "Premises").

LOT 9 AND THE NORTH 18 FEET OF LOT 9 IN BLOCK 6 IN BRUNSWICK ADDITION TO GARY AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 11, PAGE 34, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

67-56

AMASA G. COLLEY
 CHIEF DEP. RECORDER
 STATE OF INDIANA
 LAKE COUNTY
 FILED FOR RECORD
 JAN 23 PM 12:51



First Midwest Title Services, Inc.
 246 E. Janata Blvd. Ste 300
 Lombard, IL 60148

TERMS AND CONDITIONS:

PAYMENT OF OBLIGATIONS - If I pay my Note according to its terms, this Mortgage will become null and void.

TAXES - LIENS - INSURANCE - MAINTENANCE - I will pay, when they are due and payable, all taxes, liens, assessments, obligations, water rates and any other charges against the Premises, whether superior or inferior to the lien of this Mortgage, maintain hazard insurance on the Premises in your favor in a form and amount satisfactory to you and maintain and keep the Premises in good repair at all times during the term of this Mortgage. You may pay any such tax, lien, assessment, obligation, water rates, premium or other charge (including any charge to maintain or repair the Premises) or purchase such insurance in your own name, if I fail to do so.

SEE OTHER SIDE FOR ADDITIONAL IMPORTANT TERMS

Signed this 19TH day of JANUARY, 1995.

_____ (Seal)
THOMAS ANDREW SHUMPERT

 _____ (Seal)
GRACIE MAE SHUMPERT
 _____ (Seal)

ACKNOWLEDGMENT

STATE OF ~~INDIANA~~ ILLINOIS
 COUNTY OF COOK } ss.

Before me, a Notary Public in and for said County and State, personally appeared and acknowledged the execution of the foregoing Thomas Andrew Shumpert And Gracie Mae Shumpert, his wife voluntary act and deed.

WITNESS my hand and Notarial Seal this 19TH day of JANUARY, 1995

My Commission Expires: 9-11-97
Cook
 My County of Residence:

 Notary Public

 (Printed Signature)



This instrument was prepared by THE CIT GROUP

1200

The amount you pay will be due and payable to you on demand, will bear interest at the interest rate set forth in the Note secured by this Mortgage if permitted by law or, if not, at the highest lawful interest rate, will be an additional lien on the Premises and may be enforced and collected in the same manner as the other obligations secured by this Mortgage. The insurance carrier providing the insurance referred to above will be chosen by me subject to your approval which will not be unreasonably withheld. All insurance policies and renewals must be acceptable to you and must include a standard mortgage clause. You will have the right to hold the policies and renewals. If you require, I will promptly give to you all receipts of paid premiums and renewal notices. In the event of a loss, I will give prompt notice to the insurance carrier and you. You may file a proof of loss if not made promptly by me. Insurance proceeds will be applied to the restoration or repair of the Premises damaged or, at your option, the insurance proceeds will be applied to the sums, secured by this Mortgage, whether or not then due, with any excess paid to me. If I abandon the Premises, or do not answer within ten (10) days, a notice from you that the insurance carrier has offered to settle a claim, then you may collect the insurance proceeds. The ten (10)-day period will begin when the notice is given.

TITLE - The Premises were conveyed to me by a deed which is to be, or has been, recorded before this Mortgage, and I warrant the title to the Premises. I further warrant that the lien created by this Mortgage is a valid and enforceable second lien, subordinate only to (1) the advances actually made and secured by any first mortgage and (2) easements and restrictions of record on the date of this Mortgage, and that during the entire term of the indebtedness secured by this Mortgage, such lien will not become subordinate to anything else including subsequent advances secured by any first mortgage.

CONDEMNATION - The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation (the taking of my property for a public use) or other taking of any part of the Premises, or for conveyance in lieu of condemnation, are hereby assigned and will be paid to you and are subject to the lien of and secured by this Mortgage. In the event of a taking of the Premises, the proceeds will be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to me. If the Premises is abandoned by me, or if, after notice by you to me that the condemnor offers to make an award or settle a claim for damages, I fail to respond to you within ten (10) days after the date the notice is given, you are authorized to collect and apply the proceeds, at your option, either to the restoration or repair of the Premises, or to the sums secured by this Mortgage, whether or not then due.

DUE ON SALE OR ALTERATION - Except in those circumstances in which Federal law otherwise provides, I will not, without your consent, sell or transfer the Premises or alter, remove or demolish the buildings on the premises, allow the Premises to deteriorate or commit waste.

DEFAULT - If I default in paying any part of the indebtedness secured by this Mortgage or if I default in any other way under this Mortgage or under the Note which it secures, or if I default under the terms of any other mortgage covering the Premises, the entire unpaid principal balance and accrued and unpaid interest and any other amounts I then owe to you under this loan will become immediately due if you desire, without your advising me. If I am required to pay immediately in full as described above, I promise to pay your reasonable attorney's fees if the loan is referred to an attorney, not your employee, for collection or foreclosure of this Mortgage securing the Note. If any money is left over after you foreclose on this Mortgage and deduct such attorney's fees and court costs and all other reasonable costs and expenses incurred if legally permitted, it will be paid to the persons legally entitled to it, but if any money is still owing, I agree to pay you the balance.

APPOINTMENT OF RECEIVER AND ASSIGNMENT OF RENTS - I agree that you are entitled to the appointment of a receiver in any action to foreclose on this Mortgage and you may also enter the Premises and take possession of them, rent them if the Premises are not already rented, receive all rents and apply them to the obligations secured by this Mortgage. I assign all rents to you but you agree that I may continue to collect the rents unless I am in default under this Mortgage or the Note.

RIGHTS CUMULATIVE - Your rights under this Mortgage will be separate, distinct and cumulative and none of them will be in exclusion of any other nor will any act of yours be considered as an election to proceed under any one provision of this Mortgage to the exclusion of any other provision.

NOTICES - I agree that any notice and demand may be given to me either in person or by mail.

EXTENSIONS AND MODIFICATIONS - Each of the persons signing this Mortgage agrees that no extension of time or other variation of any obligation secured by this Mortgage will affect any other obligation under this Mortgage.

APPLICABLE LAW - This Mortgage is made in accordance with, and will be governed by, the laws of the State of Indiana and applicable Federal law.

RECEIPT OF COPY - Each person signing this Mortgage acknowledges receipt of a completed and signed copy of this Mortgage.

BINDING EFFECT - This Mortgage is binding on and inures to both your and my successors and assigns.

SEE OTHER SIDE FOR ADDITIONAL IMPORTANT TERMS

**AFFIDAVIT OF NO NEW IMPROVEMENTS
AFFIDAVIT IN LIEU OF SURVEY**

The undersigned owner(s) or seller(s) of record as described in TRW Title Insurance Company File No. 94, being first duly sworn, depose and say:

CHECK FOR AFFIDAVIT OF NO NEW IMPROVEMENTS

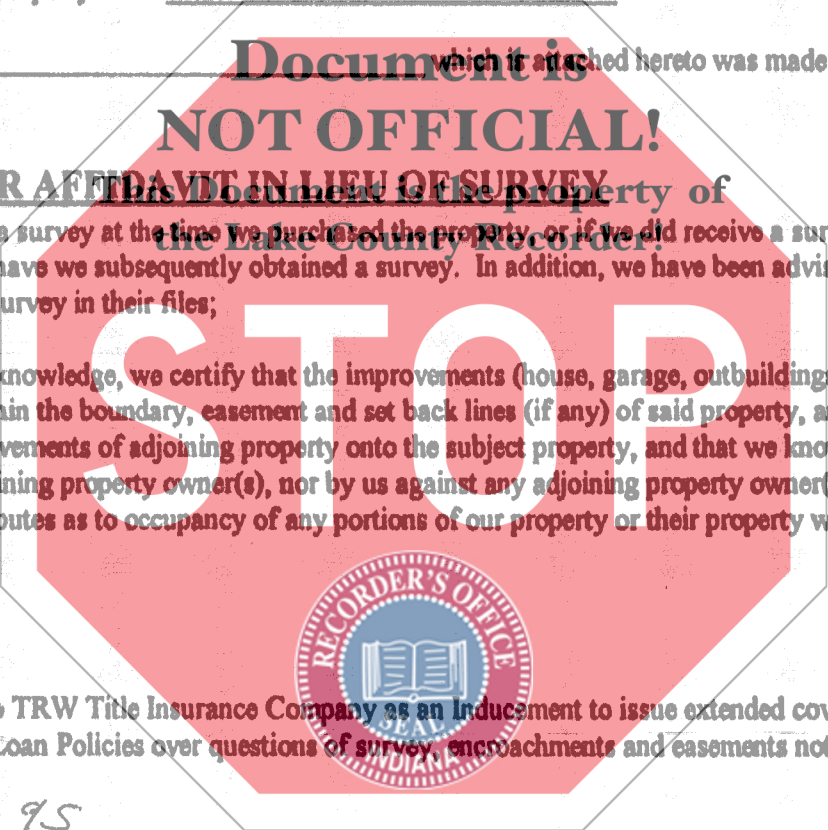
That there have been no new improvements made to the property commonly known as;

since the survey of said property dated _____ and issued
by _____ which is attached hereto was made;

CHECK FOR AFFIDAVIT IN LIEU OF SURVEY

That we did not receive a survey at the time we purchased the property, or if we did receive a survey, we are now unable to locate it, nor have we subsequently obtained a survey. In addition, we have been advised by our Lender that they do not have a survey in their files;

AND to the best of our knowledge, we certify that the improvements (house, garage, outbuildings, fences, etc.) on the subject property are within the boundary, easement and set back lines (if any) of said property, and that there are no encroachments of improvements of adjoining property onto the subject property, and that we know of no assertion being made by any adjoining property owner(s), nor by us against any adjoining property owner(s), as to the location of boundary lines or disputes as to occupancy of any portions of our property or their property with the exception(s) noted below (if any):



This affidavit is given to TRW Title Insurance Company as an inducement to issue extended coverage on the proposed Owner's and Loan Policies over questions of survey, encroachments and easements not shown of record.

Dated: 1-19-95

Borrower(s):

Thomas Andrew Shumpert
(SIGNATURE)
Gracie Mae Shumpert
(SIGNATURE)

Seller(s):

(SIGNATURE)

(SIGNATURE)

Subscribed and sworn to, before me this 19th day of January 19 95.

(SEAL)
"OFFICIAL SEAL"
CATHERINE HOLLOWAY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/11/97

[Signature]
(NOTARY PUBLIC)

Commitment No: _____

Date: _____

With respect to the land described in the above commitment number, all signatories herein make the following statements for the purpose of inducing Nations Title Insurance Company to issue the subject title policy.

STATEMENT OF THE SELLER(S) AND PURCHASER(S)

The seller(s)/purchaser(s)/buyer(s) certify that to the best of their knowledge and belief,

1. No contracts for the furnishing of any labor or material to the land of the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have of are outstanding that have not been fully performed and satisfied.
 2. No unrecorded leases to which the land may be subject to are for more than a three year term or contain an option to purchase, right of renewal or other unusual provision.
- That there are no unrecorded contracts, deeds, mortgages, leases or options affecting the subject property, except as follows:

None

3. That the only occupants of the subject property are the seller(s)/buyer(s)/purchaser(s)
4. (if other than, please give names and interest held).

Document is
NOT OFFICIAL!
 STATEMENT OF THE MORTGAGOR(S)

The mortgagor(s) (if any) certifies that the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited, and that this certification made for the purpose of better enabling the holder(s) from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchaser(s) or pledges thereof against any defense thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

INDIVIDUAL/BENEFICIARIES OF TRUST
Seller(s)

INDIVIDUAL/BENEFICIARIES OF TRUST
Mortgagor(s)/Purchaser(s)

(seal)

(seal)

Thomas Andrew Shumpert

(seal)

(seal)

Grace Mae Shumpert



Corporations in Witness whereof,

Corporations in Witness whereof,

has caused these presents to be signed by its
 _____ President and attested by its
 _____ Secretary under its corporation seal on the
 above date.

has caused these presents to be signed by its
 _____ President and attested by its
 _____ Secretary under its corporation seal on the
 above date.

By _____ President
 Attest _____ Secretary

By _____ President
 Attest _____ Secretary

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment number were fully disbursed to or on the order of the mortgage on _____ and to the best of my knowledge and belief the undersigned, the proceeds are not to be used to finance the making of future improvements or repairs on the land.

Dated _____

Signature _____