

INDIANA

036003640101

COUNTY OF LAKE COUNTY COURTHOU

ASSIGNMENT OF MORTGAGE AND NOTE

FOR VALUE RECEIVED, BANKERS TRUST COMPANY OF CALIFORNIA, N.A., THREE PARK PLAZA, IRVINE, CA. 92714, transfers and sets over, without recourse, to UNITED COMPANIES LENDING CORPORATION, 4041 ESSEN LANE, BATON ROUGE, LA. 70809, and its successors and assigns all of its rights, title and interest in and to the mortgage or deed of trust dated APRIL 04, 1994, executed by ODOM, WAYNE ODOM, PAULA, to UNITED COMPANIES LENDING CORPORATION in the amount of \$ 36000.00, and recorded as Instrument No. 94027298 in the Book, Page of the Official Records of the County Court of LAKE COUNTY COURTHOU County, Indiana, and all written modifications thereto, if any of record, together with the Note(s) and all other indebtedness secured, thereby and all right, title and interest in and to the property described therein.

This assignment is executed this 19th day of JULY, 1995 to be effective 19th day of JULY, 1995.

BANKERS TRUST COMPANY OF CALIFORNIA, N.A.

BY: *[Signature]*
Name: MOLLY J. OTTO
Title: Vice President

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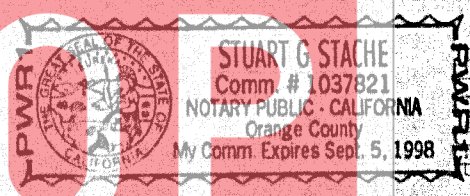
STATE OF CALIFORNIA

COUNTY OF ORANGE

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 19th day of JULY, 1995.

[Signature]
Notary Public,
(Notarial seal)

Prepared by:
CINDY PARISH
United Companies Lending Corporation
P. O. Box 1591
Baton Rouge, Louisiana 70821



95 SEP - 7 AM 8:57

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

LEGAL: LOT 33 IN SOUTHHOLM SUBDIVISION IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 32, PAGE 29 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. KEY# 47-461-33

2-21

94027298

EXHIBIT A

390

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MORTGAGE AND SECURITY AGREEMENT

(Simple Interest Obligation)

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage") is given on APRIL 4

The mortgagor WAYNE ODOM, PAULA ODOM

("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

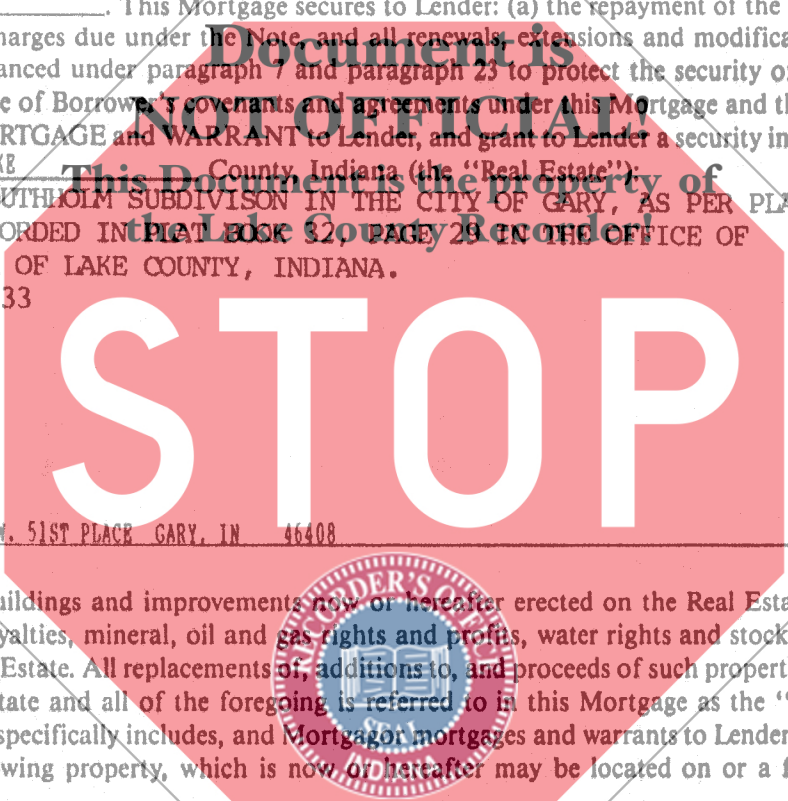
MERRILLVILLE, IN 46410 ("Lender"). Borrower owes Lender the principal sum of THIRTY SIX THOUSAND AND NO/100 Dollars (U.S. \$6,000.00).

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 MAY 1, 2014.

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 purpose, 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 33 IN SOUTHWALM SUBDIVISION IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 52, PAGE 28 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. KEY# 47-461-33



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STATE OF INDIANA
LAKE COUNTY
FILED

which has the address of 11 W. 51ST PLACE GARY, IN 46408 ("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 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 mortgages, liens, encumbrances and security interests identified in Section 25 of this Mortgage. Borrower warrants and will defend generally the title to the Property 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 principal 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...