

036003640186

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 SEPTEMBER 13, 1994, executed by ARTHUR, ROSCOE, ARTHUR, ERNESTINE, to UNITED COMPANIES LENDING CORPORATION in the amount of \$ 12200.00, and recorded as Instrument No. 94066135 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 21st day of SEPTEMBER, 1995 to be effective 21st day of SEPTEMBER, 1995.

BANKERS TRUST COMPANY OF CALIFORNIA, N.A.

BY: [Signature]  
Name: VICTOR H. WOODWORTH  
Title: Vice President VICE PRESIDENT

95071545

STATE OF CALIFORNIA

COUNTY OF ORANGE

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 21st day of SEPTEMBER, 1995

[Signature]  
Notary Public,  
(Notarial seal)

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



[Signature]  
95 NOV 27 AM 8:39  
RECORDED  
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

LEGAL: THE SOUTH 52 FT. OF THE NORTH 60 FT. OF LOT 5, BLOCK 1 EXCEPT THE WEST 12 FEET THEREOF. B-B HEIGHTS SUBDIVISION, GARY, LAKE COUNTY, INDIANA. KEY: 23-41-0241-0019



1750

ck# 1170762 + 1152977

94066135

94 SEP 22 PM 12:35

SAMUEL ORLICH  
RECORDER  
[Space Above Recorder Recording Data]

**MORTGAGE AND SECURITY AGREEMENT**  
(Simple Interest Obligation)

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage") is given on SEPTEMBER 13, 1994.  
The mortgagor is ROSCOE ARTHUR AND ERNESTINE ARTHUR, HUSBAND AND WIFE  
("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 BATH PLACE MERRILLVILLE, IN 46410  
("Lender"). Borrower owes Lender the principal sum of TWELVE THOUSAND TWO  
HUNDRED AND NO/100 Dollars (U.S. \$ 12,200.00). 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 OCT. 1, 2004. 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 pur-  
pose, 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"):

THE SOUTH 52 FT. OF THE NORTH 60 FT. OF LOT 5, BLOCK 1 EXCEPT THE WEST  
12 FEET THEREOF, B-B HEIGHTS SUBDIVISION, GARY, LAKE COUNTY, INDIANA.  
KEY# 25-41-0241-0019

Document is  
**NOT OFFICIAL!**

This Document is the property of  
194 WATSON PLACE, GARY, IN 46405  
the Lake County Recorder!

which has the address of \_\_\_\_\_, Indiana  
("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 seized of the estate hereby conveyed and has the right to mort-  
gage, 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 Pro-  
perty 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 prin-  
cipal 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 household  
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 paid on the Funds. Unless an agreement is made or applicable law requires interest  
to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower,  
without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each  
debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

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