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LAKE COUNTY
97 MAY 15 AM 10:22
MORRIS W. CARTER
RECORDER

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER.

MAY 15 1997

C491835 SAM ORLICH
KEY AUDITOR LAKE COUNTY

INDIANA

#F 336C

Chicago Title Insurance Company

THIS INDENTURE WITNESSETH, That Bankers Trust Company, N.A., Four Albany Street, New York, N.Y. 10006, As Trustee of Advanta Mortgage Loan Trust 1995-2 Under the Pooling and Servicing Agreement dated as of June 1, 1995 (Grantor), a corporation organized and existing under the laws of the State of New York, CONVEYS AND WARRANTS to Michael X. Carlson and Sarah Carlson, of Lake County, Indiana, for the sum of ten dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Marion County, Indiana:

LOT 20, OLDE HICKORY ESTATES, UNIT 1, AS SHOWN IN PLAT BOOK 38, PAGE 41, IN LAKE COUNTY, INDIANA.

Real property taxes and personal property taxes (if applicable) shall be pro-rated as of the date of closing unless otherwise herein provided. That is to say, Seller shall be charged with and pay taxes on the real estate and improvements and personal property (if applicable) covered by the Purchase Agreement that are payable in the current year and for that portion of taxes payable the following year calculated as of the date of closing, and Purchaser shall pay all taxes subsequent thereto. Pro-ration shall be on the basis of the current tax rate and assessed valuation as of the date of closing and shall be done on a calendar year basis. Seller shall be charged with and shall pay all assessments for municipal improvements becoming a lien after the acceptance of the Purchase Agreement including all unpaid installments thereof for public improvements that either were commenced to be installed or were installed prior to the date of Purchaser's written agreement; and any other such assessments shall be Purchaser's obligation. Rents, water and sewer charges, ditch assessments, and dues and assessments of the Owners' Association, and interest on assumed mortgage indebtedness, if any, shall be pro-rated as of the date of closing unless otherwise herein provided. Security deposits, if any, shall be transferred to the Purchaser. Seller will notify tenants of transfer of security deposit by certified mail.

Subject to all easements, restrictions and rights of way of record.

Seller makes no warranty to purchaser, either express or implied, of any nature or kind, including, without limitation, peaceable possession, not even for the return of all or part of the purchase price: provided, however, that this sale is made with subrogation of purchaser to any rights of warranty seller may have against preceding owners.

This Deed is being Re-recorded to correct grantees name
It is expressly understood that the property is sold "as is", without any warranty to purchaser, either express or implied, as to (I) the zoning of the property, (II) the condition of the property, or (III) the property's freedom from vices or defects, or (IV) the property's fitness for any particular use or purpose.

Grantor certifies under oath that no Indiana Gross Income Tax is due or payable with respect to the transfer of the above described real estate. Grantor warrants the title to said property against the lawful claims of any and all persons claiming or to claim the same or any part thereof by, through or under Grantor. The undersigned persons executing this deed on behalf of

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JUN 2 1997

SAM ORLICH
AUDITOR LAKE COUNTY

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MORRIS W. CARTER
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FILED FOR RECORD

Grantor represent and certify that they are duly elected officers of Grantor and have been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed this day of APR 04 1997, 1997. Bankers Trust Company, Four Albany Street, New York, N.Y. 10006, AS Trustee of Advanta Mortgage Loan Trust 1995-2 Under the Pooling and Servicing Agreement dated as of June 1, 1995 (Name of Corporation)

(SEAL) ATTEST: **NOT OFFICIAL!**
By: Kevin R. Fischer (Signature) Paul T Liu (Signature)
Kevin R. Fischer Assistant Vice President Paul T Liu Assistant Vice President
(Printed Name, and Office) (Printed Name, and Office)

STATE OF California)
COUNTY OF Orange) SS:

Before me, a Notary Public in and for said County and State, personally appeared Paul T Liu the Assistant Vice President, and Kevin R. Fischer the Assistant Vice President, respectively of Bankers Trust Company, Four Albany Street, New York, N.Y. 10006, AS Trustee of Advanta Mortgage Loan Trust 1995-2 Under the Pooling and Servicing Agreement dated as of June 1, 1995, who acknowledged execution of the foregoing Deed and Tax Affidavit for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this APR 04 1997 day of APR 04 1997, 1997.
Signature: Stuart G. Stache, Notary Public

My Commission expires: _____
This instrument prepared by David L. Foutty, Attorney at Law.

