

14

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

IN THE LAKE SUPERIOR COURT

ROOM NO. THREE

GARY, INDIANA

69071

KATHLEEN CALLENDER and)
JEAN WANDEL,)

Plaintiffs,)

vs.)

CAUSE NO. 45D03-9911-CP-02876

CAPITAL ASSET RESEARCH)
FUNDING 1998-A LP, a Delaware)
Partnership; FIRST UNION)
NATIONAL BANK, as Trustee,)
Collateral Agent and Custodian)
under that certain Indenture dated)
as of December 15, 1998; and)
FUNB as Custodian for FUNDSCO,)

Defendants.)

Document No. 45D03-9911-CP-02876
NOT OFFICIAL!
This Document is the property of
The Lake County Recorder!

STOP

DEFAULT JUDGMENT

Come now plaintiffs, and file and present their Application For Default Judgment,
which is examined by the Court as part of the Record of Proceedings in this cause.

(1) The record of proceedings, which imports absolute verity herein, shows
the following:

- (a) Plaintiffs-petitioners commenced this action by filing
their Application for Injunctive Relief and Ancillary Relief on November
10, 1999, causing Notice and Summons to issue as to each and all of the
named defendants and respondents.

- (b) Defendant-Respondent, Capital Asset Research Funding

CTD has made an abstract and recording of
the instrument. We have made no examination
of the instrument or the land affected.

FILED

JAN 13 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR

2000 002949

2000 JAN 14 AM 9:59

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

NOTES W/ OFFICER
RECORDED

00702

25 X 17

Chicago Title Insurance Company

1998-A LP, a Delaware Partnership was duly served by certified mail November 15, 1999, as evidenced by return receipt appearing in the file.

(c) Defendant-Respondent, First Union National Bank, as Trustee, Collateral Agent and Custodian under that certain Indenture dated as of December 15, 1998, was duly served by certified mail November 15, 1999, as evidenced by return receipt appearing in the file.

(d) Defendant-Respondent, FUNB as Custodian for FUNDSCO, was served at its two stated addresses, once on November 15, 1999, and once on November 17, 1999, all as evidenced by return receipts appearing in the Court's file.

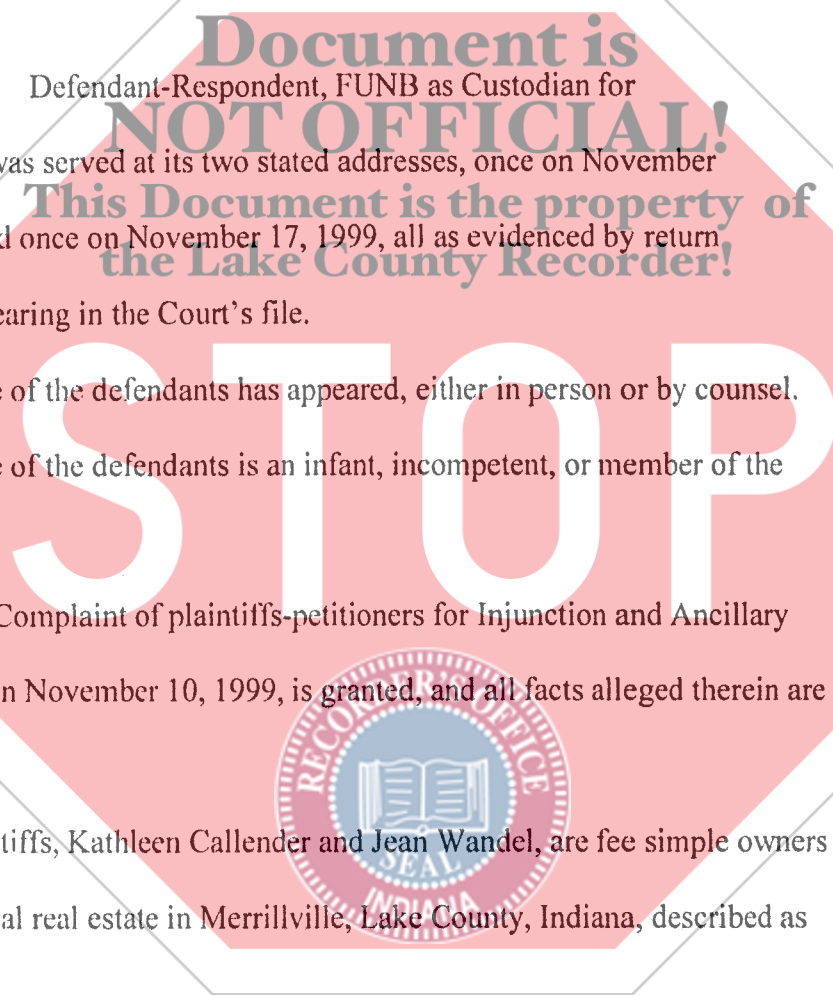
(2) None of the defendants has appeared, either in person or by counsel.

(3) None of the defendants is an infant, incompetent, or member of the military service.

(4) The Complaint of plaintiffs-petitioners for Injunction and Ancillary damages, filed herein November 10, 1999, is granted, and all facts alleged therein are taken as true.

(5) Plaintiffs, Kathleen Callender and Jean Wandel, are fee simple owners of improved commercial real estate in Merrillville, Lake County, Indiana, described as follows:

All that part of the NE ¼ of Section 4, TWP. 35N. Range 8 W of the 2nd P.M. more particularly described as follows: Commencing at the NE corner thereof, thence South along the East line of said Section 4,



a distance of 103.06 feet; thence West at right angles a distance of 500.00 feet; thence North a distance of 108.44 feet along a line that is parallel to and 500.00 feet West of the East line of said Section 4; to a point on the North line of said Section 4; thence East along the North line of said Section to a point of beginning, all in Ross Township, Lake County, Indiana,

locally known as follows: 5304 Broadway, Merrillville, Indiana.

(6) Defendants have executed and recorded an instrument, attached hereto as Exhibit "A", which has clouded and libeled plaintiffs' title, by falsely claiming a false and fictitious interest in said real estate.

(7) That said Exhibit "A" recorded instruments are used for purposes of coercing plaintiffs out of money to try to "buy their peace", as part of an uncommon, but ugly, plan, scheme, device and conspiracy with illegal and unlawful ends.

(8) There is imminent danger that plaintiffs will suffer irreparable injury, for which they have no adequate remedy at law, unless said instrument is stricken and expunged from the public records, and defendants are ordered and enjoined to release said instrument and claims, accordingly.

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED:

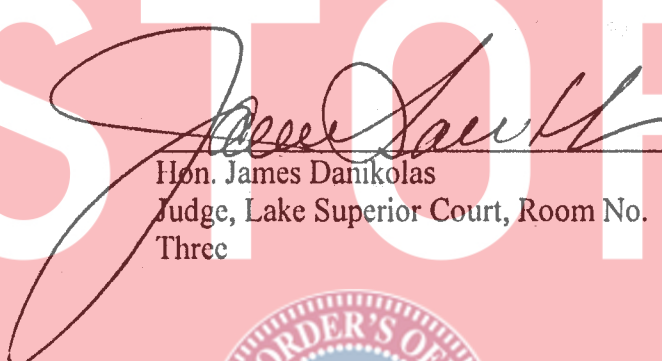
(a) That the defendants, and each of them, are permanently enjoined from asserting any rights, claims or interest in and to plaintiffs' aforedescribed real estate, and/or the real estate described in Exhibit "A" hereto. Said Exhibit "A" hereto, and the recorded version thereof, as the same appears in the Office of the Recorder of Lake County, Indiana, is ordered stricken and expunged from the records of the County of



Lake, State of Indiana, and said instrument is declared a nullity as to these plaintiffs and their said real property hereinbefore described.

(b) Plaintiffs are awarded compensatory damages, as against defendants and each of them jointly, in the sum of \$ 5,000.00, as well as punitive and exemplary damages against defendants and each of them, in the sum of \$ 5,000.00, so as to serve as punishment to defendants for falsely recording said Exhibit "A" hereto, and asserting rights to plaintiffs' real estate, and to make an example of said defendants, and to others who might be similarly inclined, to act in said malcreant fashion. Plaintiffs are also awarded attorney's fees in the sum of \$ 5,000.00, and the costs of this action.

MADE AND ENTERED at Gary, Indiana, this 5 day of January, 2000.


Hon. James Danikolas
Judge, Lake Superior Court, Room No.
Three



**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

STOP

CERTIFICATION OF CLERK

As legal custodian I hereby certify that the above and foregoing is a true and complete copy of the original on file with this office in the cause stated therein.

Witness my hand and the seal of the court this
10th day of January 2000

Anders N. Bentzen
Clerk of the Lake Circuit and Superior Courts

By: *Walter Montzmay*
Deputy Clerk

99004254

*Leave in file drawer!

352
35

MORTGAGE, SECURITY AGREEMENT AND
COLLATERAL ASSIGNMENT OF TAX SALE CERTIFICATES

THIS INSTRUMENT ("Mortgage") WITNESSES: That CAPITAL ASSET RESEARCH FUNDING 1998-A LP, a Delaware limited partnership (the "Mortgagor"), in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby MORTGAGES and WARRANTS to FIRST UNION NATIONAL BANK as Trustee, Collateral Agent and Custodian (the "Mortgagee") under that certain Indenture dated as of December 15, 1998 (the "Indenture"), all of the rights, titles and interests of Mortgagor in and to the Tax Sale Certificates more particularly described on Exhibit A attached hereto and made a part hereof for all purposes and all Tax Liens represented thereby (all of such Tax Sale Certificates and Tax Liens being hereinafter referred to as the "Tax Sale Certificates"), together with all of the rights, titles and interests of Mortgagor, now existing or hereafter arising, in and to the property described in (i) through and including (ix) below which will be referred to hereafter as the "Real Property Interests and Other Collateral":

99004259

- (i) Servicer's Tax Lien Files relating to the Tax Sale Certificates;
- (ii) All collections in respect of the Tax Sale Certificates or Tax Liens represented thereby;
- (iii) All rights, titles and interests of Mortgagor now existing or hereafter arising in any and all REO Property located in the State of Indiana and any and all of the real property described on Exhibit A, in the Tax Sale Certificates or in documents filed or recorded in the Office of the Auditor of the county in which this Mortgage is recorded (the "County") with respect to any of the real property located in the County described in any of the Tax Sale Certificates (collectively, the "Real Property");
- (iv) All revenues, rents or profits received in respect of any or all of the Real Property;
- (v) All rights under the insurance policies with respect to the Tax Sale Certificates required to be maintained under the Indenture or the Servicing Agreement;
- (vi) The Bond Account, the Working Capital Reserve Fund and the Interest Reserve Fund and all assets credited thereto;
- (vii) All rights, titles and interests of Mortgagor in and to the Trust Estate created pursuant to the Indenture and all rights of the Mortgagor under the Indenture;
- (viii) All rights and remedies of the Mortgagor under the Servicing Agreement, the Credit Agreement and the Interest Rate Cap Agreement; and
- (ix) All proceeds, products, rents or profits of any of items (i) through (viii) above.

Hereinafter, the Tax Sale Certificates and the Real Property Interests and Other Collateral are referred to collectively herein as the "Mortgaged Property." All of the capitalized terms used above and herein that are not expressly defined herein have the meanings ascribed thereto in the Indenture.

This Mortgage is given to secure:

- (i) Payment of the principal of, and interest on, the indebtedness evidenced by the Tax Lien Collateralized Bonds, Series 1998-A (the "Bonds") issued pursuant to the Indenture in the approximate

ATLANTA:404465.1

7/200
7/10 7/1

*Note:

There is also a copy of this document in Box #179

EX. "A"

5

25 x 10

principal amount of One Hundred Eighty-three Million Seven Hundred Two Thousand and 00/100 Dollars (\$183,702,000.00), and any modifications, extensions and renewals thereof, as the same may be amended and/or restated from time to time or at any time (collectively herein called the "Bonds"), together with all other amounts now or hereafter owing under the Bonds;

(ii) All of the obligations, indebtedness and liabilities of Mortgagor to Mortgagee, now existing or hereafter arising, under the terms of the Indenture, this Mortgage, the Servicing Agreement and any and all other documents (as the same may be amended, restated, modified, renewed and/or extended from time to time and at any time) now or hereafter securing all or any part of the indebtedness evidenced by the Bonds or executed by Mortgagor in connection with the Bonds;

(iii) Payment of all costs of collection and of all costs and attorneys' and paralegals' fees incurred by Mortgagee or any of the holders of the Bonds in the enforcement of this Mortgage or the collection of the Indebtedness (as defined hereafter);

(iv) Any and all modifications, renewals and extensions of one or more of the Indenture, the Bonds and other instruments executed by Mortgagor in connection with the Bonds, including without limitation: (a) modifications of the required principal payment dates or interest payment dates, deferring or accelerating payment dates wholly or partly, and (b) modifications, extensions or renewals at a different rate of interest.

The indebtedness, liabilities and obligations secured by this Mortgage are hereinafter collectively called the "Indebtedness."

The final payment of the Indebtedness evidenced by the Bonds is scheduled to become due on or before December 15, 2005.

All persons who have or may acquire an interest in the Mortgaged Property shall be deemed to have notice of and shall be bound by the terms of the Bonds, the Indenture, this Mortgage, and any other instruments or documents made or entered into in connection herewith and the terms of the Indebtedness.

1. Insurance. Mortgagor will maintain insurance according to the terms of the Indenture.
2. Taxes. Mortgagor will pay and discharge or cause to be paid and discharged all taxes according to the terms of the Indenture.
3. Management of Mortgaged Property. Mortgagor and Mortgagee agree that Capital Asset Research Corporation, Ltd., as Servicer under that certain Servicing Agreement, dated as of December 15, 1998 (the "Servicing Agreement"), shall manage the Mortgaged Property according to the terms of the Servicing Agreement.
4. Security Agreement: Financing Statement.
 - (a) For good and valuable consideration, the receipt of which is hereby acknowledged, Mortgagor hereby grants to Mortgagee a security interest in the Mortgaged Property. The security interest hereby granted to Mortgagee is given to secure the performance and payment of the Indebtedness.
 - (b) Except as provided in the Indenture and the Servicing Agreement, Mortgagor has or will acquire, and will maintain full and absolute title in Mortgagor to the Mortgaged Property, free of all security interests, liens and encumbrances other than the security interest herein granted to Mortgagee.

(c) Mortgagor will, from time to time, at its expense, execute, deliver, file and record any statement, assignment, instrument, document, agreement or other paper and take any other action (including, without limitation, any filings of financing or continuation statements under the UCC), that from time to time may be necessary, or that Mortgagee may reasonably request, in order to create, preserve, perfect, confirm, validate, or protect the security interests granted or created pursuant to this Section 4 or to enable Mortgagee to obtain the full benefits of this Section 4 and remedies hereunder with respect to any of the Mortgaged Property. To the full extent permitted by law, Mortgagor hereby authorizes Mortgagee to execute and file financing statements and continuation statements without Mortgagor's signature appearing thereon. Mortgagor agrees that a carbon, photographic, photostatic or other reproduction of this Mortgage or of a financing statement is sufficient as a financing statement. To the full extent permitted by law, Mortgagor authorizes Mortgagee and grants to Mortgagee a power of attorney (which is coupled with an interest and is irrevocable) to sign on Mortgagor's behalf and file financing statements, continuation statements, applications for certificates of title, notices, affidavits, and other documents and amendment thereto that Mortgagee reasonably deems necessary or desirable for the purpose of perfecting, protecting, and preserving the lien and security interest of Mortgagee in the Mortgaged Property. Mortgagee agrees to provide Mortgagor with a carbon, photographic or photostatic copy of any financing or continuation statement or other document concerning the Mortgaged Property filed by Mortgagee without Mortgagor's signature or signed by Mortgagee pursuant to the power of attorney granted herein. Mortgagor shall pay the reasonable costs, fees, and expenses of, or incidental to, the perfection, protection and preservation of Mortgagee's lien and security interest in the Mortgaged Property, including without limitation any recording or filing fees, recording taxes, stamp taxes, and certificate of title application fees incurred in connection with the filing or recording of all financing and continuation statements and other documents concerning the Mortgaged Property.

(d) This Mortgage is intended to be a security agreement pursuant to the Indiana Uniform Commercial Code ("UCC") for (i) any and all items of personal property described above as part of the Mortgaged Property which, under applicable law, may be subject to a security interest pursuant to the UCC and which are not herein effectively made part of the real property. Upon the occurrence of any Default hereunder, Mortgagee shall have the rights and remedies of a secured party under the UCC, as well as all other rights and remedies available at law or in equity, and, at Mortgagee's option, Mortgagee may also invoke the remedies provided elsewhere in this Mortgage as to the Collateral.

5. Default and Remedies. It is expressly agreed by Mortgagor that time is of the essence of this Mortgage. Events of Default hereunder are defined in the Indenture. Upon the occurrence of any Event of Default and at any time thereafter, then, in any and every such case, Mortgagor and Mortgagee agree that the terms of the Indenture shall control. The remedies of Mortgagee are those defined in the Indenture.

6. Expenses. All expenses, costs and other liabilities, including attorneys' and paralegals' fees, which Mortgagee may incur (i) in enforcing, defending, construing or administering this Mortgage (or its priority) or any other documents executed by Mortgagor in connection with the bonds, or (ii) in the exercise by Mortgagee of any rights or remedies granted by this Mortgage or any other documents executed by Mortgagor in connection with the Bonds, shall be paid by Mortgagor upon demand by Mortgagee, together with interest thereon from the date of expenditure until payment in full, at the Default Interest Rate and shall constitute a part of the Indebtedness secured by this Mortgage.

7. No Exclusive Remedy. Each and every right, power and remedy herein conferred upon or reserved to Mortgagee is cumulative and is not intended to be exclusive of any other remedy or remedies, and shall be in addition to every other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of Mortgagee in the exercise of any right, power or remedy or any other right, power or remedy then or thereafter existing, shall constitute or shall be construed to be a waiver of any Default or any acquiescence therein; and every right, power and remedy given by this Mortgage

to Mortgagee may be exercised from time to time as often as and in such order as may be deemed expedient by Mortgagee.

8. Collateral Assignment. For good and valuable consideration, the receipt of which is hereby acknowledged, Mortgagor hereby pledges and collaterally assigns to Mortgagee all of its rights, title and interests in and to the Mortgaged Property.

9. Provisions Severable. In the event any one or more of the provisions contained in this Mortgage, the Bonds, the Indenture and any other documents executed by Mortgagor in connection with the Bonds and the terms of the Indebtedness shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The invalidity of any provision of this Mortgage in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

10. Further Assurances and Fees. Mortgagor will, at the cost of Mortgagor and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further act, deed, conveyances, mortgage, security agreement, assignment, notice of assignment, transfer and assurance as Mortgagee shall from time to time require, for the better assuring, conveying, assigning, transferring, securing and confirming unto Mortgagee the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage. Mortgagor will pay for filing, registration or recording fees, and all expenses incident to the execution and acknowledgment of this Mortgage, any mortgage supplemental hereto, any financing statement and continuation statement and any instrument of further assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage, any mortgage supplemental hereto, or any instrument of further assurance. Such amounts shall be payable on demand and shall bear interest from the date of expenditure until payment in full at the Default Interest Rate.

11. Defense of Claims - Expenses and Indemnification of Mortgagee - Subrogation. In the event of the commencement, or threat or institution, of any legal proceedings affecting or which may affect Mortgagee's interest in the Mortgaged Property, or any part thereof, Mortgagor and Mortgagee agree that the terms of the Indenture shall control.

12. Applicable Law. This Mortgage and the Bonds were executed and delivered in the State of Florida, and shall be governed by the laws of the State of Indiana.

13. Successors and Assigns. The grants, covenants, terms, provisions and conditions of this Mortgage shall (a) run with the land, (b) apply and extend to, be binding upon and inure to the benefit of Mortgagor, Mortgagor's successors and assigns and all persons claiming under or through Mortgagor, and the word "Mortgagor," when used herein, shall include all such persons, and (c) shall apply and extend to, be binding upon and inure to the benefit of Mortgagee and its successors and assigns. The word "Mortgagee" when used herein shall include the successors and assigns of Mortgagee.

14. Notices. All notices pursuant to this Mortgage shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified United States mail addressed to Mortgagor as follows:

Capital Asset Research Funding 1998-A LP
Attention: General Partner
3950 RCA Boulevard, Suite 5001
Palm Beach Gardens, Florida 33410
Phone: (561) 776-5000
Facsimile: (561) 776-5010

and the Mortgagee as follows:

First Union National Bank, as Trustee, Collateral Agent and Custodian
Attention: Corporate Trust
3950 RCA Boulevard, Suite 5002
Palm Beach Gardens, Florida 33410
Phone: (561) 838-5576
Facsimile: (561) 838-5579

or at such other place or address as either party may, by similarly given notice, designate as a place or address for service of notice.

15. Miscellaneous. The captions used in this Mortgage are for convenience only and are not to be construed as defining or limiting the provisions of this Mortgage. No waiver by Mortgagee of any Default shall constitute a waiver of, or consent to, any subsequent Default. All changes to or modifications of this Mortgage must be in writing signed by Mortgagee and Mortgagor and, if this Mortgage is recorded, shall not be effective until being recorded. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Nothing herein contained shall be construed as constituting Mortgagee in possession of the Mortgaged Property in the absence of a taking of actual possession of the Mortgaged Property by Mortgagee. In the exercise of the powers herein granted Mortgagee, no liability shall be asserted or enforced against Mortgagee by Mortgagor, all such liability and claims of liability being expressly waived and released by Mortgagor.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of this 23rd day of December, 1998.

CAPITAL ASSET RESEARCH FUNDING 1998-A LP, a
Delaware limited partnership

By: Capital Asset Research Funding 1998-A Inc., its sole
general partner

By: Kenneth A. Treadwell
Name: Kenneth A. Treadwell
Title: Vice Pres.

TAX SALE CERTIFICATE

\$6,267.33

No. 4512182

Subject To 10%: \$6,267.33
Subject To 10% Per Annum: \$0.00

STATE OF INDIANA, LAKE COUNTY

I, SAM ORLICH County Auditor in and for the County aforesaid, do hereby certify that at public sale held by IRENE HOLINGA the County Treasurer of the aforesaid County, which commenced on 09/23/98 at 10:00 AM and continued until all parcels were offered for sale, that the treasurer did on 09/23/98 in the main gallery of the LAKE COUNTY GOVERNMENT CENTER AUDITORIUM legal notices as prescribed in IC 6-1.1-24-2 having been given, sold to

FUNB AS CUSTODIAN FOR FUNDCO
ATTN: JAMES DOUGLAS
6860 GULFPORT BLVD #328
ST. PETERSBURG FL 33707

the following described piece or parcel of land in Lake County, Indiana, to wit:

26-35-0059-0011
MAYWOOD ADD. L.11 BL.7

11/32

the said sum paid being equal to or greater than the amount of the judgment issued by the Lake County Circuit Court on 9/18/98 said judgment based on taxes, penalty, interest and costs due on the Real Estate above described for the year 1997, and former years, to which is added the tax of 1997, said land being assessed and duly entered for the taxation in the name of

VELA SIMON JR & GLORIA MARIA
1137 EATON ST
HAMMOND IN 46320-2616

The purchaser, above named, having paid the said Treasurer said purchase money (he or she being the highest and best bidder for cash), will be entitled to a deed for the tract of land so purchased as above described, at the expiration of one year from the date of said sale and after said purchaser complies with the statutory requirements of IC 6-1.1-25-4 et seq., if the same shall not have been previously redeemed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as Auditor aforesaid at Crown Point, Indiana, this 25th day of September, 1998



SAM ORLICH, AUDITOR OF LAKE COUNTY, INDIANA

STATE OF INDIANA, LAKE COUNTY

I, IRENE HOLINGA Treasurer of Lake County, do hereby guarantee that the taxes and special assessments on the Real Estate named in the above certificate are delinquent, and that the same were yet due and unpaid at the time of the sale thereof, mentioned in said certificate, and said Real Estate being eligible for sale under IC 6-1.1-24.



IRENE HOLINGA, TREASURER OF LAKE COUNTY, INDIANA



ASSIGNMENT

FOR VALUE RECEIVED, the within certificate is hereby assigned and transferred to
FUNB AS TRUSTEE FOR CARF 9HA LP, whose Taxpayer ID number is 65-0881581

and whose mailing address is C/O First Union National Bank
3950 RCA Boulevard, Suite 5002 Palm Beach Gardens, Florida 33410

X FUNB AS CUSTODIAN FOR FUNDCO

THE STATE OF ~~INDIANA~~ ^{Florida} ~~INDIANA~~ ^{Palm Beach} COUNTY, SS:

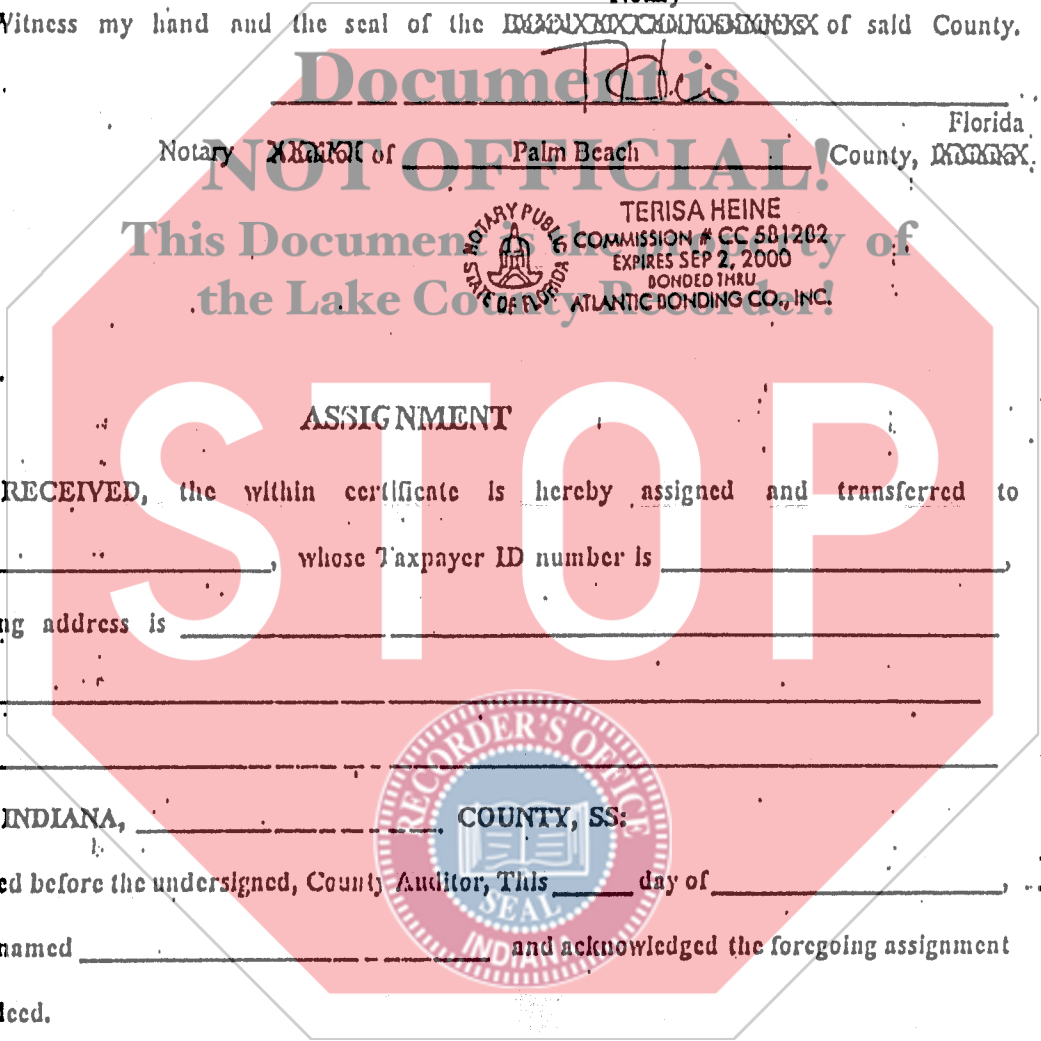
Personally appeared before the undersigned, ~~County Auditor~~ ^{NOTARY} This 22nd day of December

19 98 the above named Michael Manning and acknowledged the foregoing assignment to be his act and deed.

Witness my hand and the seal of the ~~County Auditor~~ ^{Notary} of said County.

Notary ~~Michael~~ ^{Terisa Heine} of ~~Indiana~~ ^{Florida} Palm Beach County, ~~Indiana~~ ^{Florida}

TERISA HEINE
COMMISSION # CC 581202
EXPIRES SEP 2, 2000
BONDED THRU
ATLANTIC BONDING CO., INC.



FOR VALUE RECEIVED, the within certificate is hereby assigned and transferred to
whose Taxpayer ID number is

and whose mailing address is

X
THE STATE OF INDIANA, COUNTY, SS:

Personally appeared before the undersigned, County Auditor, This day of

19, the above named and acknowledged the foregoing assignment to be his act and deed.

Witness my hand and the seal of the Board of Commissioners of said County.

Auditor of County, Indiana

TAX SALE CERTIFICATE

\$7,200.00

No. 452336

Subject To 10%: \$1,815.96
Subject To 10% Per Annum: \$5,384.04

STATE OF INDIANA, Lake COUNTY

I, Sam Orlich County Auditor in and for the County aforesaid, do hereby certify that at public sale held by Irene Holinga, the County Treasurer of the County of Lake, which commenced on October 29th, 1996 at 10:00 a.m. and continued until all parcels were offered for sale, that the treasurer did on October 29th, 1996 in the main gallery of the Lake County Government Center Auditorium, legal notices as prescribed in IC 6-1.1-24-2 having been given, sold to

FUNB AS CUSTODIAN FOR FUNDCO.
1700 PALM BEACH LAKES BLVD
SUITE 1100-A
WEST PALM BEACH, FL 33401

the following described piece or parcel of land in Lake County, Indiana, to wit:

25-41-0165-0001
BROADWAY GARDENS ALL L.1 BL.14

19/14

the said sum paid being equal to or greater than the amount of the judgment issued by the Lake County Court on October 11th, 1996, said judgment based on taxes, penalty, interest and costs due on the Real Estate above described for the year 1996, and former years, to which is added the tax of 1996, said land being assessed and duly entered for the taxation in the name of

PICKENS RICHARD E
5100 PENNSYLVANIA ST
GARY, IN 46409-1055

The purchaser, above named, having paid the said Treasurer said purchase money (he or she being the highest and best bidder for cash), will be entitled to a deed for the tract of land so purchased as above described, at the expiration of one year from the date of said sale and after said purchaser complies with the statutory requirements of IC 6-1.1-25-4 et seq., if the same shall not have been previously redeemed.

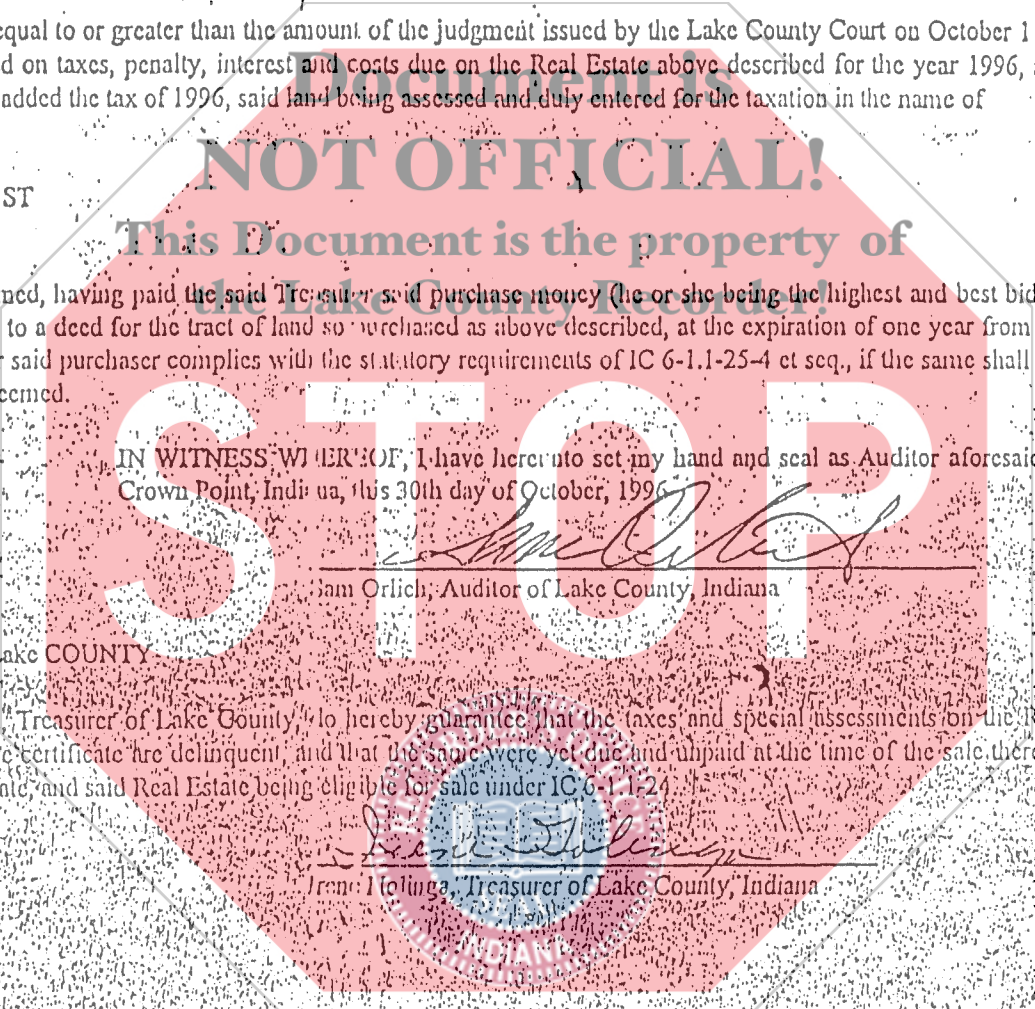
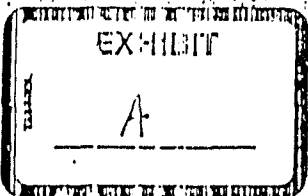
IN WITNESS WHEREOF, I have hereunto set my hand and seal as Auditor aforesaid at Crown Point, Indiana, this 30th day of October, 1996

Sam Orlich, Auditor of Lake County, Indiana

STATE OF INDIANA, Lake COUNTY

I, Irene Holinga, Treasurer of Lake County, do hereby guarantee that the taxes and special assessments on the Real Estate named in the above certificate are delinquent, and that the same were yet due and unpaid at the time of the sale thereof, mentioned in said certificate, and said Real Estate being eligible for sale under IC 6-1.1-24.

Irene Holinga, Treasurer of Lake County, Indiana



ASSIGNMENT

FOR VALUE RECEIVED, the within certificate is hereby assigned and transferred to

FUNBOA Trustee for CARC 98AIP, whose Taxpayer ID number is 65-0881581

and whose mailing address is 112 First Union National Bank
3950 RCA Blvd Suite 5002 Palm Beach Gardens FL 33410

x [Signature]
MICHAEL MANNING
THE STATE OF FL, P. Beach COUNTY, President

Personally appeared before the undersigned, Notary, This 22nd day of December
19 98 the above named Michael Manning and acknowledged the foregoing assignment
to be his act and deed.

Witness my hand and the seal of the Notary of said County.

Terisa Heine
Notary of Palm Beach County, FL

TERISA HEINE
COMMISSION # CC 581202
EXPIRES SEP 2, 2000
BONDED THRU
ATLANTIC BONDING CO., INC.

ASSIGNMENT
FOR VALUE RECEIVED, the within certificate is hereby assigned and transferred to
whose Taxpayer ID number is
and whose mailing address is

THE STATE OF INDIANA, COUNTY SS
Personally appeared before the undersigned, County Auditor, This day of
19 the above named and acknowledged the foregoing assignment
to be his act and deed.

Witness my hand and the seal of the Board of Commissioners of said County.

Auditor of County, Indiana

TAX SALE CERTIFICATE

\$15,891.20

No. 4515739

Subject To 10%: \$15,891.20
Subject To 10% Per Annum: \$0.00

STATE OF INDIANA, LAKE COUNTY

I, SAM ORLICH County Auditor In and for the County aforesaid, do hereby certify that at public sale held by IRENE HOLINGA the County Treasurer of the aforesaid County, which commenced on 09/17/97 at 10:00 AM and continued until all parcels were offered for sale, that the treasurer did on 9/19/97 in the main gallery of the LAKE COUNTY GOVERNMENT CENTER AUDITORIUM legal notices as prescribed in IC 6-1.1-24-2 having been given, sold to

FUNB AS CUSTODIAN FOR FUNDCO.
3950 RCA BLVD., #5001
PALM BEACH GARDENS FL 33410

the following described piece or parcel of land in Lake County, Indiana, to wit:

36-15-0018-0110
PT. E.2 NE. NE.
103.06X500X108.44X500 FT.
S.4 T.35 R.8 1.22 AC.

the said sum paid being equal to or greater than the amount of the judgment issued by the Lake County Circuit Court on 09/11/97 said judgment based on taxes, penalty, interest and costs due on the Real Estate above described for the year 1996, and former years, to which is added the tax of 1996, said land being assessed and duly entered for the taxation in the name of

CALLENDER KATHLEEN & WANDELL JEAN
1000 E 80TH PL TWIN TOWERS
MERRILLVILLE IN 46410-5653

The purchaser, above named, having paid the said Treasurer said purchase money (he or she being the highest and best bidder for cash), will be entitled to a deed for the tract of land so purchased as above described, at the expiration of one year from the date of said sale and after said purchaser complies with the statutory requirements of IC 6-1.1-25-4 et seq., if the same shall not have been previously redeemed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as Auditor aforesaid at Crown Point, Indiana, this 19th day of September, 1997

[Signature]
SAM ORLICH, AUDITOR OF LAKE COUNTY, INDIANA

STATE OF INDIANA, LAKE COUNTY

I, IRENE HOLINGA Treasurer of Lake County, do hereby guarantee that the taxes and special assessments on the Real Estate named in the above certificate are delinquent, and that the same were yet due and unpaid at the time of the sale thereof, mentioned in said certificate, and said Real Estate being eligible for sale under IC 6-1.1-24.

[Signature]
IRENE HOLINGA, TREASURER OF LAKE COUNTY, INDIANA

AID-I

