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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 AUG -4 AM 10:16

MOORE'S W. CO. OF INDIANA
RECORDERS

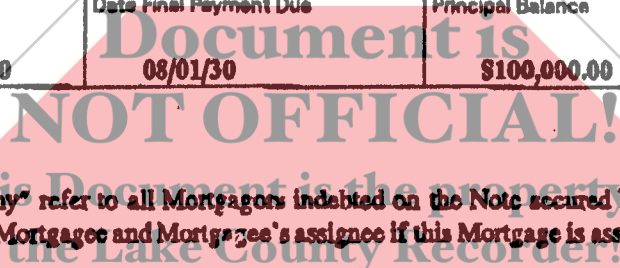
THE CIT GROUP
The CIT Group/
Consumer Finance, Inc.

2-6400

REAL ESTATE MORTGAGE

Name and Address of Mortgagor(s): ERNEST MARTINEZ AND SUSAN MARTINEZ, ERNEST AND SUSAN ^{S.M.} _{E.M.} ROBERT WEBB HUSBAND AND WIFE 2144 WEST PARK AVE WHITING , IN 46394	Mortgagee: THE CIT GROUP/CONSUMER FINANCE, INC. 377 EAST BUTTERFIELD ROAD SUITE 925 LOMBARD, IL 60148
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Loan Number	Date	Date Final Payment Due	Principal Balance
	07/26/00	08/01/30	\$100,000.00



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 and any modifications, extensions and renewals thereof, each of the persons signing this Mortgage mortgages, grants and conveys to you the real estate described below, and all present and future improvements on the real estate and all easements, rights, appurtenances and rents, which is located in Indiana, County of LAKE:

which has the address of 2144 WEST PARK AVE., WHITING
(Street) (City)
Indiana 46394 (zip code) (the "Premises").

SEE ATTACHED LEGAL DESCRIPTION 'EXHIBIT A'

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, security agreements (including mortgages), 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 PAGES 2 AND 3 FOR ADDITIONAL IMPORTANT TERMS

07/26/00 11:17 1010418
2-1191A (7/99) Indiana First Mortgage

Initial(s) X E.M. X S.M.
Page 1 of 3

HOLD FOR
Title Express, Inc.
8585 Broadway • Ste. 680
Merrillville, IN 46410

#2117

19.00

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 first lien, subordinate only to 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.

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 are 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 on any other mortgage which covers 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 fee, if the loan is referred to an attorney, not your employee, for collection and all other reasonable costs and expenses you actually incur in collecting the loan or foreclosing on this Mortgage, to the extent permitted by law. If any money is left over after you foreclose on this Mortgage and deduct such attorney's fees and all other costs and expenses incurred, 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.

RELEASE - Upon payment of all sums secured by this Mortgage, you shall release the Premises from the lien of this instrument. I shall pay recording costs to the extent permitted by applicable law.

EXTENSIONS AND MODIFICATIONS - Each of the persons signing this Mortgage agrees that no modification, renewal or 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.

SEE PAGES 1 AND 3 FOR ADDITIONAL IMPORTANT TERMS

ERNESTO MAR. INEZ
07/24/00 15:27 1010418
2-11918

E. M. S. M.
Page 2 of 3

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

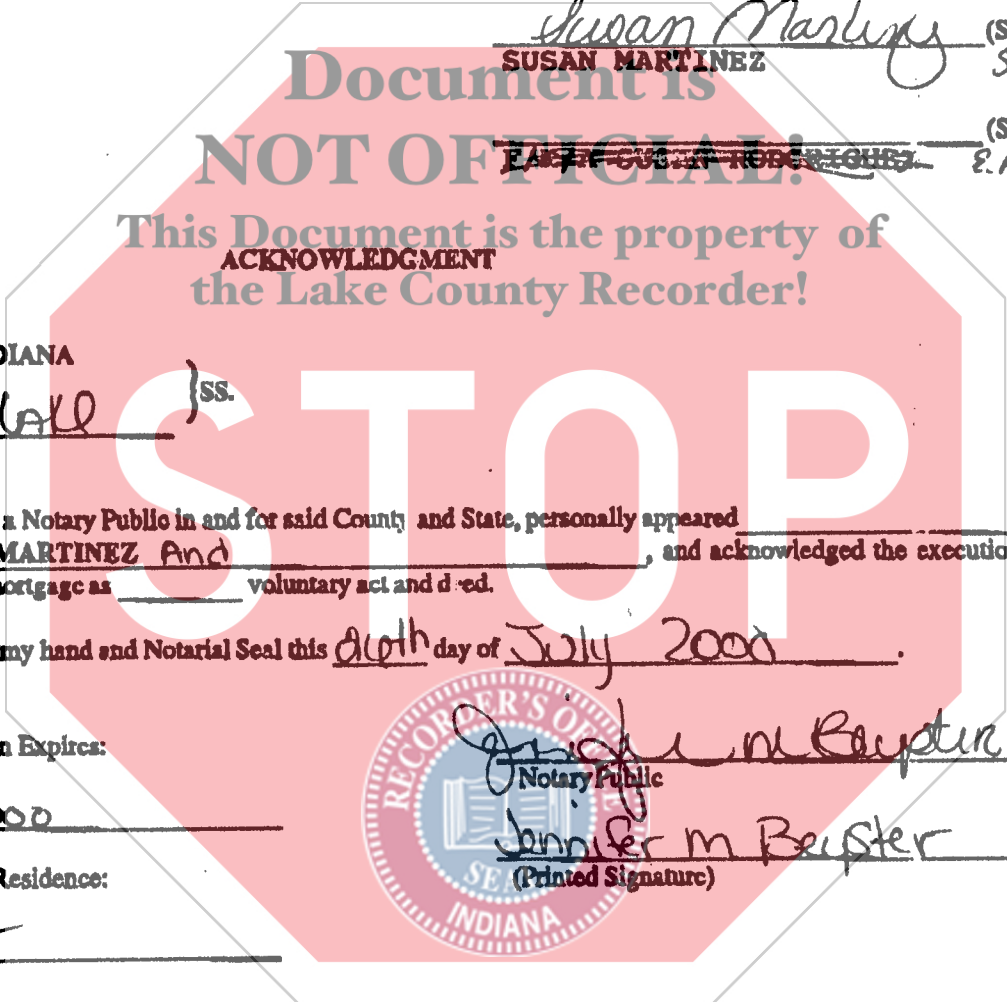
SEE PAGES 1 AND 2 FOR ADDITIONAL IMPORTANT TERMS

Signed this 07 day of July 2000.

Ernesto Martinez (Seal)
ERNESTO MARTINEZ

Susan Martinez (Seal)
SUSAN MARTINEZ S.M.

~~*Ernesto Martinez*~~ (Seal)
~~ERNESTO MARTINEZ~~ E.M.



STATE OF INDIANA
COUNTY OF Laurel } ss.

Before me, a Notary Public in and for said County and State, personally appeared ERNESTO MARTINEZ And, and acknowledged the execution of the foregoing mortgage as voluntary act and deed.

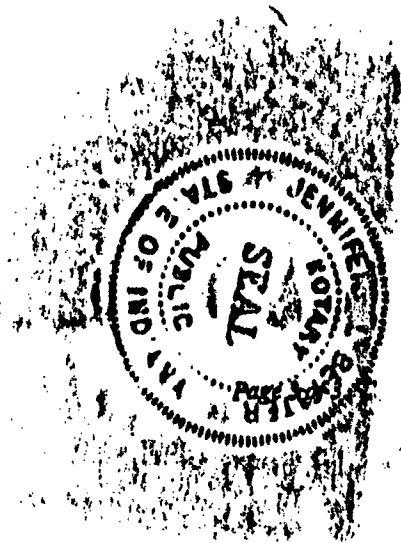
WITNESS my hand and Notarial Seal this 07th day of July 2000.

My Commission Expires:
12/02/2000

My County of Residence:
Porter

Jennifer M. Beuster
Notary Public
Jennifer M. Beuster
(Printed Signature)

This instrument was prepared by THE CIT GROUP/CONSUMER FINANCE, INC.



1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 26th day of JULY 2000
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to
Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure
Borrower's Note to THE CIT GROUP/CONSUMER FINANCE, INC. (the "Lender") of the same
date and covering the Property described in the Security Instrument and located at:

2144 WEST PARK AVE. WHITING IN 46394

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument,
Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the
Property described in the Security Instrument, the following items are added to the Property description, and shall
also constitute the Property covered by the Security Instrument: **building materials, appliances and goods of every
nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property,**
including but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas,
water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing,
bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers,
awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets,
panelling and attached floor coverings now or hereafter attached to the Property, all of which, including
replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security
Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold
estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security
Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a
change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change.
Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body
applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to
the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other
hazards for which insurance is required under the Security Instrument.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the
Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender
shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole
discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a
leasehold.

SEE OTHER SIDE FOR ADDITIONAL IMPORTANT TERMS

F. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agents. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

SEE OTHER SIDE FOR ADDITIONAL IMPORTANT TERMS

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this 1-4 Family Rider.

Ernesto Martinez (Seal)
ERNESTO MARTINEZ -Borrower



Susan Martinez (Seal)
SUSAN MARTINEZ -Borrower

____ (Seal)
____ -Borrower

E/R/A SUSAN RODRIGUEZ (Seal)
E/R/A SUSAN RODRIGUEZ -Borrower

S.M.
E.M.

**Document is
NOT OFFICIAL!**

Legal Description

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

**In Re: Ernesto Martinez and Susan Martinez
2144 W Park Ave.
Whiting, Indiana, 46394**

**LOT 15, BLOCK 4, LAKE ADDITION TO HAMMOND, IN THE CITY OF HAMMOND, AS
SHOWN IN PLAT BOOK 17, PAGE 6, IN LAKE COUNTY, INDIANA.**

STOP

