

3

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 001411

2005 JAN -7 PM 1:12

MICHAEL A. ...
RECORDER

SPECIAL WARRANTY DEED

24103264H

THIS INDENTURE WITNESSETH, That **THE BANK OF NEW YORK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF JULY 31, 1998, SERIES 1998-B, SUCCESSOR BY ASSIGNMENT FROM TMS MORTGAGE, INC. D/B/A THE MONEY STORE** (Grantor), CONVEYS AND SPECIALLY WARRANTS to **TIMOTHY J. ARMATO and MILDRED L. ARMATO**, husband and wife, (Grantee), of Lake County in the State of Indiana, for the sum of Ten and No/100---Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Lake County, in the State of Indiana:

Lot 165 in Arbor Lane Addition, Unit One, a Planned Unit Development in the City of Hobart, as per plat thereof, recorded in Plat Book 77 Page 45, in the Office of the Recorder of Lake County, Indiana.

Grantor further certifies that there is no Gross Income Tax due the State of Indiana at this time in respect to this conveyance.

Subject to real estate property taxes for 2004, due and payable in 2005 and subject to real estate property taxes payable thereafter. Taxing Unit: Hobart Township
Property ID: 27-17-0311-0029

Subject to any and all easements, agreements and restrictions of record.

The address of such real estate is commonly known as 2741 Tulip Lane, Hobart, Indiana 46342.

Grantees' Post office mailing address is 2741 Tulip Lane, Hobart In 46342
Tax bills should be sent to Grantee at such address unless otherwise indicated below.

Grantor covenants that it is seized and possessed of said land and has a right to convey it, and warrants title against the lawful claims of all persons claiming by, through, and under it, but not further otherwise.

The undersigned person(s) executing this deed on behalf of Grantor represent(s) and certifies/certify that she/he/they is/are (a) duly elected officer(s) of Grantor and has/have been fully empowered, by proper entity resolution of Grantor, to execute and deliver this Deed; that Grantor has full entity capacity to convey the real estate described herein; and that all necessary entity action for the making of such conveyance has been taken and done.

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

JAN 6 2005

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

→

Investors Titlecorp
8910 Purdue Road, Suite 150
Indianapolis, IN 46268
(317) 870-2250
Fax (317) 870-2260

40486

000292

18⁰⁰
ps

The following reservations from and exceptions to this conveyance and the warranty of title made herein shall apply:

1. All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property");
2. All valid oil, gas and mineral rights interest or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;
3. All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the Property is located, pertaining to any portion(s) of the Property, but only to the extent that same are still in effect;
4. All presently recorded instruments (other than liens and conveyances by, through or under the Grantor) that affect the Property and any portion(s) thereof;
5. Ad valorem taxes, fees and assessments, if any, for the current year and all prior and subsequent years, the payment of which Grantee assumes (at the time of transfer of title), and all subsequent assessments for this and all prior years due to change(s) in land usage (including but not limited to, the absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and any conditions that would be revealed by a physical inspection and survey of the Property.

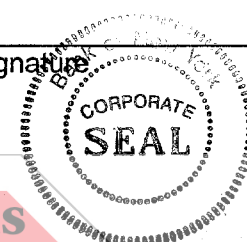
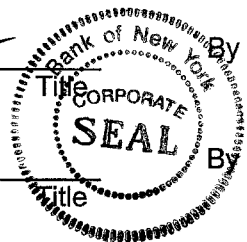


IN WITNESS WHEREOF, Grantor has executed this Deed this 21 day of DECEMBER, 2004.

GRANTOR:

THE BANK OF NEW YORK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF JULY 31, 1998, SERIES 1998-B, SUCCESSOR BY ASSIGNMENT FROM TMS MORTGAGE, INC. D/B/A THE MONEY STORE

By [Signature] Designated Signer Title Bank of New York Signature _____ Title _____
By Jeff Szymendera Signature _____ Title _____



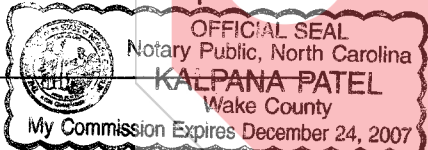
STATE OF NC)
COUNTY OF Wake) SS:

Before me, a Notary Public in and for said County and State, personally appeared Jeff Szymendera, the Designated Signer of and for and on behalf of **THE BANK OF NEW YORK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF JULY 31, 1998, SERIES 1998-B, SUCCESSOR BY ASSIGNMENT FROM TMS MORTGAGE, INC. D/B/A THE MONEY STORE**, who acknowledged the execution of the foregoing Deed for and on behalf of said Grantor, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 21 day of Dec, 2004.

My Commission Expires:

Signature Kalpna Patel



Printed _____ Notary Public

Residing in _____ County, State of _____

Return deed to: _____

Send tax bills to: _____

Prepared from Investors Titlecorp File No.: 24103264H-S

This instrument was prepared by **JEFFREY R. SLAUGHTER**, Attorney at Law, 1040 East 86th Street, Suite 42A, Indianapolis, Indiana 46240-1829 / Telephone (317) 844-5355.

