

REAL ESTATE MORTGAGE — OPEN ENDED

Finance Center, Inc. 6166 Broadway No. 412

This mortgage made on the 26th day of Sept., 1984 between Lawrence Baity

and 776037, hereinafter referred to as MORTGAGORS, and Trim-A-Seal of Indiana, Inc., whose address is 1500 Polk St. Gary, In. 46407

Indiana, hereinafter referred to as MORTGAGEE. WITNESSETH: Mortgagors jointly and severally grant, bargain, sell, convey and mortgage to Mortgagee, its successors and assigns, the real property hereinafter described to secure the repayment of amounts due under a Home Improvement Consumer Credit Sale Agreement of even date herewith in the total amount of Six Thousand Six Hundred

Ninety-six Dollars and 48/100 Dollars (\$ 6,696.48) and also to secure the repayment of all future advances made at mortgagee's option to the above mortgagors, or any of them, principal to aggregate not more than Forty Five Thousand Dollars (\$45,000.00), at any one time.

The property hereby mortgaged, and described below, includes all tenements, easements, appurtenances, rights, privileges, interests, rents, issues, profits, fixtures and appliances thereunto attaching or in any wise thereunto appertaining.

TO HAVE AND TO HOLD the said property hereinafter described, with all the privileges and appurtenances thereunto belonging unto Mortgagee, its successors and assigns, forever free from all rights and benefits under the valuation and appraisal laws of any state, which said rights and benefits the Mortgagors do hereby release and waive; and Mortgagors hereby covenant that Mortgagors are seized of good and perfect title to said property in fee simple and have authority to convey the same, that the title so conveyed is clear, free and unencumbered except as hereinafter appears and that Mortgagors will forever warrant and defend the same unto Mortgagee against all claims whatsoever except those prior encumbrances, if any, hereinafter shown:

If mortgagors shall fully perform all the terms and conditions of this mortgage and shall pay in full, in accordance with its terms, the obligations which this mortgage secures, then this mortgage shall be null, void and of no further force and effect.

MORTGAGORS AGREE: To keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against all hazards with an insurance company authorized to do business in the State of Indiana, acceptable to Mortgagee, which policy shall contain a loss-payable clause in favor of Mortgagee as its interest may appear, and if Mortgagors fail to do so, they hereby authorize Mortgagee to insure or renew insurance on said property in a sum not exceeding the amount of Mortgagor's indebtedness for a period not exceeding the term of such indebtedness, and to charge Mortgagors with the premium thereon, or to add such premium to Mortgagor's indebtedness. If Mortgagee elects to waive such insurance, Mortgagors agree to be fully responsible for damage or loss resulting from any cause whatsoever. Mortgagors agree that any sums advanced or expended by Mortgagee for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. Mortgagors further agree: To pay all taxes, assessments, bills for repairs and any other expenses incident to the ownership of the mortgaged property when due in order that no lien superior to that of this mortgage and not now existing may be created against the property during the term of this mortgage, and to pay, when due, all instalments of interest and principal on account of any indebtedness which may be secured by a lien, superior to the lien of this mortgage and existing on the date hereof. If Mortgagors fail to make any of the foregoing payments, they hereby authorize Mortgagee to pay the same on their behalf, and to charge Mortgagors with the amounts so paid, adding the same to Mortgagor's indebtedness secured hereby. To exercise due diligence in the operation, management and occupation of the mortgaged property and improvements thereon, and not to commit or allow waste on the mortgaged premises, and to keep the mortgaged property in its present condition and repair, normal and ordinary depreciation excepted.

If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of any instalment when due, or if Mortgagors shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied or foreclosed upon or seized, or if any of the representations, warranties or statements of Mortgagors herein contained be incorrect or if the Mortgagors shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then the whole amount hereby secured, less unearned charges, shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and shall be collectible in a suit at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, Mortgagee shall be entitled to the immediate possession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings. Mortgagors shall pay all costs which may be incurred or paid by Mortgagee in conjunction with any suit or proceeding to which it may be a party by reason of the execution or existence of this mortgage, and in the event of foreclosure of this mortgage, Mortgagors will pay to Mortgagee, in addition to taxable costs, a reasonable fee for the title search and reasonable attorneys fees for the preparation and prosecution of such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, reasonable attorneys fees, and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in the condition to be sold.

No failure on the part of Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenant, and no delay on the part of Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns of the parties hereto.

The plural as used in this instrument shall include the singular where applicable.

The real property hereby mortgaged is located in Lake State of Indiana, and is described as follows:

The North 28 feet of Lot 21 and the South 14 feet of Lot 22, Block 6, Resubdivision of Gary Land Company's Thirteenth Subdivision, in the City of Gary, as shown in Plat Book 19, page 10, in Lake County, Indiana.

STATE OF INDIANA, S.S. NO. LAKE COUNTY, FILED FOR RECORD OCT 15 12 15 PM '84 WILLIAM BIELSKI JR RECORDER

IN WITNESS WHEREOF, Mortgagors have executed this mortgage on the day above shown

Lawrence Baity (Mortgagor), Lawrence Baity (Mortgagor), Witness, Witness, Witness

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF INDIANA, COUNTY OF Lake, SS:

Before me, the undersigned, a notary public in and for said county and state, personally appeared Lawrence Baity and acknowledged the execution of the foregoing mortgage.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 26th day of Sept., 1984

My Commission Expires: 7-10-87 Dorothy Dodd (Notary Public), Res. Lake County

This instrument was prepared by D. Dodd

For Assignment see doc 776038

15007

776038

SUBORDINATION AGREEMENT FOR GARY HOMESTEADING

This agreement entered into on this 11th day of September 19 84, by and between the City of Gary, Indiana acting through its designated agent, the Department of Housing Conservation Program (hereinafter called "City") and the under-signed lending institution (hereinafter called "Mortgagee").

WITNESSETH:

WHEREAS, Lawrence Baity (hereinafter called "Homesteader") is a successful Homesteading applicant and has received title to certain property for the sum of One Dollar (\$1.00) through the City's Homesteading Program; said property being more particularly described as follows (hereinafter called "Property"): The North 28 feet of Lot 21 and the South 14 feet of Lot 22, Block 6, Resubdivision of Gary Land Company's 13th Subdivision, City of Gary, as shown in Plat Book 19, page 10, Lake County, Indiana.

WHEREAS, Pursuant to Indiana statutes, 18-7-21 et seq, Lawrence Baity, as an applicant under the City of Gary Homesteading Program, must meet specified qualifications for eligibility for the program one of which is to comply with certain conditions and terms under a Homesteading Agreement required under the program; and

WHEREAS, said title is a determinable fee based upon the conditions set out in the Homesteading Agreement mentioned above, which if not met shall cause the Property to revert immediately to the City; and

WHEREAS, Mortgagee required a security interest in the Property to secure the underlying obligation and/or note given to the Mortgagee by Homesteader; and

WHEREAS, Homesteader has requested financing from Mortgagee in order to improve the Property; and

WHEREAS, the Mortgagee desires to be in a superior position as to the Mortgagee's interest in the Property over that of the City's interest pursuant to the determinable fee.

NOW, THEREFORE, in consideration of the mutual promises and covenants and conditions herein contained, the City and the Mortgagee enter into the following:

TERMS OF AGREEMENT:

1. The City agrees and acknowledges that any interest in the Property which the City may now or hereafter acquire, including, but not limited to, any interest pursuant to the determinable fee, shall be junior and subordinated to any security interest the Mortgagee now has or may hereafter acquire up to the amount of \$ 4,900.00, plus any interest, cost of collection and attorney's fees.

2. The City hereby agrees, acknowledges and represents to Finance America that as of the date of this Subordination Agreement the grantee, Lawrence Baity, named in a special warranty deed for the property involved dated \_\_\_\_\_, is in full compliance with all the terms and conditions of said deed and no commission or omission has in any way occurred which would entitle the grantor in said deed and/or its successors and/or its assigns and/or the City of Gary to reversion of title or possession of said property and/or to exercise any of the rights or remedies under said special warranty deed.

3. The City may, without the Mortgagee's consent, exercise its reversionary interest in the Property pursuant to the determinable fee; provided, however, the following shall be applicable in the event of the City's exercise of its reversionary interest:

(a) After notifying the City, the Mortgagee may, if it so desires, foreclose its mortgage.

(b) The City may allow the Property to be used on a month-to-month rental basis by any person it so desires. The City, upon doing this, shall immediately notify the Mortgagee of the new occupant and the Mortgagee shall have the right to object to the occupancy of the Property by such person's removal from the Property.

(c) The City may propose to the Mortgagee one, or more, new homesteader(s) or new

owner(s) for the Property who may not assume the mortgage without the consent of the Mortgagee.

IN WITNESS WHEREOF, the parties have set their hands and/or seals on the date last written below.

"CITY OF GARY"

BY: Naomi J. Jefferson  
Naomi J. Jefferson, Asst. Dir. of Planning  
DEPARTMENT OF HOUSING CONSERVATION

State of Indiana )  
County of Lake ) SS:

Before me a Notary Public in and for said County and State on the 11th day of September, 1984, did personally appear Naomi Jefferson and execute the above document and acknowledge same to be her free and voluntary act.

Mary D. Pendelton  
NOTARY PUBLIC  
MARY D. PENDELTON

My Commission Expires:

Sept. 27, 1986

"MORTGAGEE-UNDERSIGNED"

Name FinanceAmerica Corp.  
By: Lon G. Price  
Lon G. Price  
Title: Manager

State of Indiana )  
County of Lake ) SS:

Before me a Notary Public in and for said County and State this 12th day of October, 1984, did personally appear Lon G. Price and acknowledge the above annexed document to be his/her free and voluntary act.

Dorothy Dodd  
NOTARY PUBLIC  
Dorothy Dodd

My Commission Expires:

July 10, 1987

Res. Lake County