9. No delay or failure of Mortgagee to exercise any option herein given shall constitute a waiver of such option or estop Mortgagee from afterwards exercising the same.

10. If Mortgagors shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable, and shall do and perform all acts and agreements to be done and performed by Mortgagors under the terms and provisions of this Mortgage, then this Mortgage shall be and become null and void and Mortgagee shall release the same of record.

11. All awards of damages in connection with any condemnation for public use or injury to any of the premises are hereby assigned and shall be paid to Mortgagee, who may apply the same to the payment of the installments under the Note in inverse order of maturity, whether or not then due, and Mortgagee is hereby authorized, in the name of Mortgagors, to execute and deliver valid acquittances thereof and to appeal from any such award.

12. The term "Mortgagors," wherever used herein, shall mean the party or parties executing this Mortgage, jointly and severally, and all the conditions, covenants and agreements hereof shall bind the Mortgagors, their respective heirs, personal representatives, successors and assigns and shall inure to the benefit of and be available (jointly and severally if more than one) to Mortgagee, and to the heirs, personal representatives, successors and assigns of Mortgagee. The term "interest" as used herein shall be deemed to be the Annual Percentage Rate provided for in the Note, or if such rate should be in excess of the maximum legal rate then permitted by applicable law, such maximum legal rate.

13. If all or any part of the premises or any interest in the premises is sold or transferred without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage.

If Mortgagee exercises this option, Mortgagee shall give Mortgagors notice of acceleration. The notice shall provide a period of not less than 30 days from the date notice is delivered or mailed within which Mortgagors must pay all sums secured by this Mortgage. If Mortgagors fail to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagors.

14. The Mortgagee may sue on the Note at law, he may file an action in equity to foreclose the mortgage, and he may exercise all these rights at once, or any one of them alone, or any combination thereof. Mortgagors agree to pay a reasonable attorney's fee for the collection of amounts owed or the enforcement of rights under the Note or Mortgage.

for the collection of amounts owed or the enforcement IN WITNESS WHEREOF, the undersigned	-		
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nave hereunto set their signature and seal this_			
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TATE OF INDIANA) SS:	- 1/	
Before me, a Notary Public in and for said County and State, appeared	- DECORES Y ENCER GO	ENN	
nd	each of whom, having been	duly sworn, acknowledged	
ne execution of the foregoing Mortgage. Witness my hand and Notarial Scal this	JUNE 1	19_2	
William in the transfer of the	Vand Yilliam		
Ay Commission Expires:	DOWN I III AR	Notary Public	
//-18-7/	1/4010 C . 1/4/11/	10N	
ounty of Residence: Little UTE	Printed		
QQ5005 TRANSI	FER AND ASSIGNMENT		
TATE OF IXXXXXXX Texas 99099			
State of the state	Goldone Credit Corporation		
ll right, title, interest, powers and options in, to and under the within Mortgag	ge as well as to the land described therein and the indebtedness secured hereunto set his hand and seal, t	d thereby. his 17th day of	
In witness whereof the undersigned <u>David Ploetz</u> August 19 38	hereunto set nand and sea, t	hisday of	
19	Renovation Specialists	<i></i>	
	BY: N/ILLE //Y/ PLE	(Seal)	
	THE David Ploetz Owner	2	
CORPORA	TE ACKNOWLEDGEMENT		
STATE OF INDIANA)) SS:		
OUNTY OF)		
Before me, a Notary Public in and for said County and State, personally app		and	
nd		respectively, of	
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nder the laws of the State of	, and acknowledged the execution of the foregoing		
Witness my hand and Notarial Scal this day of			
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TATE OF INDIANA TEXAS)		
OUNTY OF) SS: 	4	
Before me, a Notary Public in and for said County and State, appeared	David Ploetz	 ස	
e execution of the foregoing Transfer and Assignment.	each of whom, having been	. 7	
Witness my hand and Notarial Scal this 17th day of	August (1)	. 19 <u>88</u>	
ly Commission Expirés;	Man Stuhin		
10/23/91	- X (S(-)	Notary Public	
county of Residence: Harris County, Texas	Printed STEPHAND		
***	This instrument was prepared by: Renovation Specialists		
	Barbara Stephan		
	4420 FM 1060 West Suite 210	Houston Toyas	

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