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2	RETURN UNION MORTGA P. O. BOY DALLAS, TEXA 214/680-
SATISFA	ACTION; The debt secured by

TO: GE CO., INC. X 515929 ls 75251**-**59**29** 3134

___ o'clock ___.M. and recorded in Book page County, IN

Recording Information: Filed this ____ day of

SATISFACTION: The debt secured by the within the contract secured thereby has been satisfied		Hecorder	•	
This the day of				
O.B.ion				
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<u>Union mortgade company, inc</u> P. O. BOX 515929 Mail after recording to DALLAS, TEXAS 75251-5929 214/680<u>-</u>3134

November THIS MORTGAGE made this. by and between: MORTGAGOR

Melvin A. Dukes and Gloria D. Dukes, Husband & Wife 1563 Hovey Street Gary, Indiana 46406

First Metropolitan Builders of America, Inc. 300 West Ridge Road Gary, Indiana 46408

MORTGAGEE

Enter in appropriate block for each party; name, address, and, if appropriate, character of entity, e.g. corporation or partnership; The designation Mortgagor and Mortgagee as used herein shall include said parties, their heirs, successors, and assigns, and anall include singular, plural, masculine, feminine or neuter as required by context.

Dollars (\$ 10495 . 00) as evidenced by a Home Improvement Consumer Credit Sale Agreement (Contract) of even date herewith, the terms of which are incorporated herein by reference. The final due date for payment of said Contract, if not sooner paid; is

'TO SECURE to Mortgagee the repayment of the indebtedness evidenced by the Contract, together with all extensions, renewals or modifications thereof, the payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor, herein contained, Mortgagor does hereby mortgage grant and convey to Mortgagee and Mortgagee's successors and assigns the following described property located in the County of State of Indiana:

LOTS TWENTY-ONE (21) AND TWENTY -TWO (22), IN BLOCK TWO (2), CALDWELL AND RYAN'S ADDITION TO TOLLESTON, CITY OF GARY, AS SHOWN IN PLAT BOOK 7, PAGE 28, LAKE COUNTY, INDIANA, MORE COMMONLY KNOWN AS 1563 HOVEY, GARY, INDIANA.

JOAN I. WHITE

recorded in the office of the RECORDER dated.

County in Book 836112 LAKE of which the déscription in said deed is incorporated by reférence.

TO HAVE AND TO HOLD unto Mortgagee and Mortgagee's heirs, successors and assigns forever, together with all the interovements now or hereafter erected on the property, and all fixtures now or hereafter attached to the property, all of which including replacements and additions thereto shall be deemed to be and remain in a part of the property covered by this Mortgage, and all of the foregoing, tagether with said property. are herein referred to as the "Property."

Mortgagor and Mortgagee covenant and agree as follows:

1. PAYMENT OF CONTRACT, Mortgagor shall promptly pay when due the indebtedness evidenced by the Contract, and late charges as provided in the Contract

2. INSURANCE. Mortgagor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Mortgagee against loss by-fire; windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not exceeding that amount necessary to pay the sum secured by this Mortgage, and as may be satisfactory to the Mortgagee Mortgagor shall purchase such insurance, pay all premiums therefor, and shall deliver to Mortgagee, such policies along with evidence of premium payment as long as the Contract secured hereby remains unpaid. If Mortgagor fails to purchase such insurance, pay the premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Mortgagee, at its option, may purchase such insurance. Such amounts paid by Mortgagee shall be added to the Contract secured by this Mortgage, and shall be due and payable upon demand by Mortgagor to Mortgagee

34, TAXES, ASSESSMENTS, CHARGES: Mortgagor shall pay all taxes, assessments and charges as may be lawfully levied against the Property within Thirty (30) days after the same shall become due. In the event that Mortgagor fails to pay all taxes, assessments and charges as herein required; then Mortgagee, at its option, may pay the same and the amounts paid shall be added to the Contract secured by this Mortgage, and shall be due and payable by Mortgagor to Mortgagee upon demand of Mortgagee.

4. PRESERVATION AND MAINTENANCE OF PROPERTY. Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property Upon the failure of the Mortgagor to so maintain the Property, the Mortgagee may, at its option, enter the property and cause reasonable maintenance work to be performed. Any amounts paid by Mortgagee shall be added to the Contract secured by this Mortgage, and shall be due and payable by Mortgagor to Mortgagee upon demand of Mortgagee.

5 WARRANTIES. Mortgagor covenants with Mortgagor United to sepred of the Roperty in fee simple, has the right to convey the same in fee simple, that title is marketable and free and diearch all incuminations and the will warrant and defend the title against the lawful claims of all regions whomsoever, except for the exceptions hereinafter stated. Title following subject to the following exceptions:

DONALD WEBER MORTGAGE CO. PREZ-IESET 72.8X3.YOLUME4.835686 FOR \$35,966.00

6 WAIVER The Mortgagor waives and relinquishes all rights and benefits under the valuation and appraisement laws of any state

7 PRIOR LIENS Default under the terms of any instrument secured by a lien to which this Mortgage is subordinate shall constitute default hereunder

8. TRANSFER OF THE PROPERTY DUE ON SALE If the Mortgagor sells or transfers all or part of the Property or any rights in the Property. any person to whom the Mortgagor sells or transfers the Property may take over all of the Mortgagor's rights and obligations under this Mortgage (known as an "assumption of the Mortgage") if certain conditions are met. Those conditions are.

(A) Mortgagor gives Mortgagee notice of sale or transfer;

(B) Mortgagee agrees that the person qualifies under its then usual credit criteria.

(C) The person agrees to pay interest on the amount owed to Mortgagee under the Contract and under this Mortgage at whatever lawful rate Mortgagee requires; and

(D) The person signs an assumption agreement that is acceptable to Mortgagee and that obligates the person to keep all of the promises and agreements made in the Contract and in this Mortgage.

If the Mortgagor sells or transfers the Property and the conditions in A. B. C and D of this section are not satisfied, Mortgagee may require immediate payment in full of the Contract, foreclose the Mortgage, and seek any other remedy allowed by the law However, Mortgagee will not have the regular immediate payment in full or any other regal remedy as a result of certain transfers. Those transfers are:

(i) the creation of liens or other claims against the Property that are inferior to this Mortgage, such as other mortgages, materialman's

liens, etc:

This instrument was prepared by Allan Fefferman

(ii) a transfer of rights in household appliances to a person who provides the Mortgagor with the money to buy these appliances in order to protect that person against possible losses. (iii) a transfer of the Property to surviving co-owners following the death of a co-owner when the transfer is automatic according to

law: and: (iv) leasing the Property for a term of three (3) years or less, as long as the lease does not include an option to buy.

9. ACCELERATION: REMEDIES. Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, including the covenants, to pay When did any sums secured by this Mortgage Mortgage prior to acceleration shall mail notice to Mortgagor of the default. If the breach is not cured on or before the date specified in the notice. Mortgage at Mortgage's option may declare all of the sums secured by this Mortgage to be minediately due and payable without further demand and may foreclose this Mortgage by Judicial proceeding. Mortgage shall be entitled to collect insuch proceeding all expenses of foreclosure, including, but not limited to reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports; all of which shall be additional sums secured by this Mortgage.

10. APPOINTMENT OF RECEIVER Upon acceleration under paragraph 9 hereof or abandonment of the Property, Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect all rents of the Property including those past due. All rents collected by the receiver shall be applied just to payment of the costs of the grange ment of the Property and

secured by this Mortgage. The receiver shall t	o receiver's tees, premiu be liable to account only	ims on receiver's bonds a for those rents actually re	nd reasonable attorney's i	lees, and then to the sums
1.1. ASSIGNMENT This Mortgage may be	assigned by the Mortga	gee without consent of th	e Mortgagor.	
IN WITNESS WHEREOF Mostgagors have	executed this mortgage	on the day above shown		:
Wellan Jugirin		~ With	me the way	<u> </u>
ALLAN FEFFERMAN	Witnes	Melvin A.	Oukes	Mortgagor
	Witnes	S AGloria D. A	nike e	Mortgagor
To wath Tears	n Winds	DIANG	on and	Multgagor
DONAL PERSON	Witnes	ss	The state of the s	Mortgagor
	ACKNOWLEDGE	MENT BY INDIVIDUAL		
	La <u>ke</u>		, SS [.]	
Belore the the true signed a notary public	c in and for said county a	and state, personally appe	eared <u>Melvin A.</u>	Dukes and
DOWNESSWHEREON Flave hereuntos	subscribed my name and	and acknowledge	owledged the execution o	of the foregoing mortgage.
A A A A A A A A A A A A A A A A A A A		, animas my smolar oddr m		- Uay UI
My Comprission £xpices		1.0	()-/-	
		Felipa Ortiz	Notary Public T	ake County Resident
	TRANSFER	AND ASSIGNMENT		ake county Resident
Lake 00000	County, INDIANA			
For value received the undersigned Mortga	QBB hereby transfers, as	ssions and conveys unto	Union Mortgage	Co., Inc.
) with the				
Melvin A Duke & Cloria D. 1	Husband	st, powers and options in,	to and under the within H	leal Estate Mortgage from
Melvin A. Dukes & Gloria D. I			oritan polidera	or America, Inc.
in whoes where the undersigned ha	hereunto set	h	endused soot this	9th - Jay
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		Banan 2004	TH. ~ +1 1 14300Å.	
Signed, the presence of	of:	riret Metropgul	misuniders of	imerical Inc (Seal)
M. Tears	Dunna M. Pear	By Willen For	ermonus (Jule)	Mendent
The state of the s		- ATTAIL FELL	TAKE COVER	President
Notation Felipe Ortiz, Lake	County Indian	a My Commission Expi	res TILL TO AND	· ^-
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