Recording Informa n: Filed this day of
Recorder County TGAGE 19, at
RecorderCounty TGAGE, 19_90_, by and between:
RecorderCounty 26021 RTGAGE, 19_90_, by and between:
County 26021 ETGAGE
County 26021 ETGAGE
76021 T GAGE , 19_ <u>90_</u> , by and between:
RTGAGE , 19_90_, by and between:
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RTGAGE , 19_90_, by and between:
, 19 <u>90</u> , by and between:
MOTTORGEE
irst Metropolitan Builders of America, 00 West Ridge Road
dary, Indiana 46408
nt is
CIAL!
e property of
Recorder, acter of entity, e.g. corporation or partnership,
r paid, is the Contract, together with all extensions, renewals or modification protect the security of this Mortgage, and the performance of reby mortgage, grant and convey to Mortgagee and Mortgage
Lake
he South 12 feet of Lot 45 in Block 3 s per plat thereof, Recorded in Plat Lake County, Indiana.
and the second s
R. A
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CORP. NO.
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ND MAMIE BROWN
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- 1. PAYMENT OF CONTRACT Mortgago, shall promptly pay when due the indebtedness evi enced by the Contract; and late charges as
- 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 mortgages against loss by life, windstorm and such other casualities 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 Mortgages. Mortgages shall purchase such insurance, pay all premiums therefor, and shall deliver to Mortgages such policies along with eyidence of premium payment as long as the Contract secured hereby remains unpaid. If Mortgager 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 Mortgage shall be added to the Contract secured by this Mortgage, and shall be due and payable upon demand by Mortgager to Mortgagee.
- 3. 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 Mortgagoe may, at its option, enter the property and cause reasonable maintenance work to be performed. Any amounts paid by Mortgagoe shall be added to the Contract secured by this Mortgage, and shall be due and payable by Mortgagor to Mortgagoe upon demand of Mortgagoe.
- 5. WARRANTIES Mortgagor covenants with Mortgagee that he is seized of the Property in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all incumbrances and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the Property is subject to the following exceptions
- 6. WAIVER. The Mortgagor waives and relinquishes all rights and benefits under the valuation and appraisement laws of any state. Z.PAIOA)CIENS Delaulijunder the terms of any instrument secured by a liento which this Mortgage is subordinate shall constitute delault
- hereunder.

 8: TRANSFER OF THE PROPERTY: DUE ON SALE: If the Mortgagor sells of transfers all or part of the Property or any rights in the Property any person to whom the Mortgagor sells or transfers all of the Mortgagor's rights and obligations under this Mortgagor. (known as any 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. Acres a Alberta

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 in the Mortgagor sells of transfers the Property and the Contracts 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 right to require immediate payment in full or any other legal 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.
 (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 (surviving co-owners dollowing the death of a co-owner, when the transfer is automatic according to
- (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 due 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 immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Mortgage by the control of the collection such processing and costs of the control of the collection such processing and costs of the control of the c

documentary evidence, abstracts and title rep	orts, all of which shall be additional	sums secured by this Mortgage	nable attorney's tees, and costs of
10. APPOINTMENT OF RECEIVER, Upor to have a receiver appointed by a court tore cluding those past due. All rents collected b collection of rents, including, but not limited t secured by this Mortgage, The receiver shall	n acceleration under paragraph 9 her shier upon, take possession of and" y the receiver shall be applied first to receiver's fees, premiums on recei	reol or abandonment of the Pr manage the Property and to to payment of the costs of the type's bonds and reasonable at	operty, Mortgagee shall be entitled collectiall rents of the Property, in-
11. ASSIGNMENT This Mortgage may be	assigned by the Mortgagee without	consent of the Mortgagor	te te
IN WASTESS WHEREOF No 100 BOTS have	THUMP		B
ALLAN FEFFERMAN	AVitness A.Le.	g Dunlap	Mortgagor
Donna M. Tes	vaoni E	Operta Dussela	D
DONNA M. PEARSON	Witness A A be	arta Dunlap	Mortgagor Mortgagor
The survival Polyage	Witness	· //. : · · · :	Mortgagor
STATE OF INDIANAL COUNTY OF Lake Beiling and inglindersigned a notary publ	ic in and for said county and state, pe	, SS:	ex Dunlap and
Alberta Dumlap, husb	and & wife	and acknowledged the eve	ecution of the foregoing mortgage
1N.WITNESS.WHEREOF, I have hereunto:	subscribed my name and affixed my	official seal this	14th day of
My Commission Rolles:		elin Oitis	hablo z
TOOOO R	TRANSFER AND ASSIG		^{Jublic} Lake County Resident
Lake	County INDIANA	MMENT	
For value received the undersigned Mortg	agee hereby transfers, assigns and common all right, title, interest, powers a		
Alex Dunlap & Alberta Dunlap			
as well as he indebtedness secured thereby			
In witness whereof the undersigned ha_VI	P horoupto sot TURTD	band and and the	1544
The state of the s			
ol 19 _9 Signed_sealed and delivered in the presence			s of America, Inc. (Sea)

Commission Expires: ___11=16=93__ This instrument was prepared by Allan Fefferman