AFTER RECORDING RETURN TO:	•
WESTERN AMERICA	Poperding telegration: File 4 this
P. O. BOX 1200	Recording Information: Filed this day of, 19, at o'clockM. and recorded in
BEDFORD, TX 76021	Book, pageFee \$
Frankling Control of the Control of	
092928	Recorder
	County, IN
SFACTION: The debt secured by the within Mortgage together with contract secured thereby has been satisfied in full.	
the, 19	
	the state of the s
latter recording to _WESTERN_AMERICAN_MORTGAGE	
4009 AIRPORT FREEWAY, SUITE 200, BEDFORD, TE	XAS 76021
INDIANA MO	
	ruary , 19 90 , by and between:
MORTGAGOR	MORTGAGEE
Minnie F. Ellis	First Metropolitan Builders of America, Inc.
2028 Mississippi St. Gary, Indiana 46407	300 West Ridge Road Gary, Indiana 46408
Docum	
NOTOF	FICIAL!
This Document is	
the Lake Coun	ity Recorder!
er in appropriate block for each party, name, address, and, if appropriate,	character of entity, e.g. corporation or partnership.
designation: Mortgagor and Mortgagee as rused herein shall include ular, plural masculine; feminine or neuter as required by context.	said parties, their heirs, successors, and assigns, and shall include
NESSETH. That whereas the Mortgagor is indebted to the Mortgages in	the principal sum of FOUR THOUSAND ONE HUNDRED
AND SIXTY FIVE DOLLARS AND NO/100	Dollars (\$ 4,165.00).
videnced by a Home Improvement Consumer Credit Sale Agreement (in by reference. The final due date for payment of said Contract, if not so	contract) or even date nerewith, the terms of which are incorporated
O SECURE to Mortgagee the repayment of the indebtedness evidence is thereof, the payment of all other sums advanced in accordance herewite enants and agreements of Mortgagor herein contained, Mortgagor does	th to protect the security of this Mortgage, and the performance of the
	s hereby mortgage, grant and convey to Mortgagee and Mortgagee's
essors and assigns the following described property located in the Coun	s hereby mortgage, grant and convey to Mortgagee and Mortgagee's two Lake
cessors and assigns the following described property located in the Counter of Indiana:	dy of Lake
tessors and assigns the following described property located in the Counter of Indiana: Lot 6, Block 4, Pulaski Village, in the	City of Gary, as shown in Plat Book 27,
Lot 6, Block 4, Pulaski Village, in the Page 54, Lake County Indiana;	dy of Lake
Lot 6, Block 4, Pulaski Village, in the Page 54, Lake County, Indiana; together and appurtenances thereunto belonging.	City of Gary, as shown in Plat Book 27, with all rights privileges, improvements
Lot 6, Block 4, Pulaski Village, in the Page 54, Lake County, Indiana; together and appurtenances thereunto belonging. Commonly Known as: 2028 Mississippi St	City of Gary, as shown in Plat Book 27, with all rights privileges, improvements
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Lot 6, Block 4, Pulaski Village, in the Page 54, Lake County, Indiana; together and appurtenances thereunto belonging. Commonly Known as: 2028 Mississippi St Gary, Indiana 46407 Key#25-48-512-6	STATE OF INDIANA/S.S. NO. ARR 3 11 20 AM 90 RECORDER
Lot 6, Block 4, Pulaski Village, in the Page 54, Lake County, Indiana; together and appurtenances thereunto belonging. Commonly Known as: 2028 Mississippi St Gary, Indiana 46407 Key#25-48-512-6	STATE OF INDIANA/S.S. NO. APR 3 11 20 AH 300 RECORDER R
Lot 6, Block 4, Pulaski Village in the County and appurtenances thereunto belonging. Commonly Known as: 2028 Mississippi St Gary, Indiana 46407 Key#25-48-512-6	STATE OF INDIANA/S.S. NO. STATE OF INDIANA/S.S. NO. RECORDER 1 1503 ARECORDER 2008 27, WITH All rights privileges, improvements RECORDER 2008 27, RECORDER 2008 27, NUNN & MATTIE LUE NUNN
Lot 6, Block 4, Pulaski Village, in the Page 54, Lake County, Indiana; together and appurtenances thereunto belonging. Commonly Known as: 2028 Mississippi St Gary, Indiana 46407 Key#25-48-512-6	NUNN & MATTIE LUE NUNN RECORDER RECORDER RECORDER RECORDER Of the office of the RECORDER of
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Lot 6, Block 4, Pulaski Village in the Page 54, Lake County, Indiana; together and appurtenances thereunto belonging. Commonly Known as: 2028 Mississippi St Gary, Indiana 46407 Key#25-48-512-6 LAKE County in Book Treption in said deed is incorporated by reference of HAVE AND TO HOLD unto Mortgagee and Mortgagee's heirs, succeeding the Page 54, Lake County in Book Treption in said deed is incorporated by reference of HAVE AND TO HOLD unto Mortgagee and Mortgagee's heirs, succeeding the Page 54, Lake County in Book Treption in said deed is incorporated by reference of HAVE AND TO HOLD unto Mortgagee and Mortgagee's heirs, succeeding the Page 54, Lake County in Book County	TILED TO STATE OF INDIANA/SS. NO. RECORDER TO STATE OF INDIANA/SS. NO. RECORDER TO SOLUTIVE STATE OF INDIANA/SS. NO. NUNN & MATTIE LUE NUNN In the office of the RECORDER Of which the passors and assigns forever, together with all the improvements now or
Lot 6, Block 4, Pulaski Village in the Page 54, Lake County Indiana; together and appurtenances thereunto belonging. Commonly Known as: 2028 Mississippi St Gary, Indiana 46407 Key#25-48-512-6 LAKE County Indiana 46407 LAKE County Indiana 46407 Commonly Known as: 2028 Mississippi St Gary, Indiana 46407 Commonly Known as: 2028 Mississippi St Gary, Indiana 46407 Key#25-48-512-6	NUNN & MATTIE LUE NUNN NUNN & MATTIE LUE NUNN Nunn & RECORDER Page of which the respect, all of which including replacements and additions
Lot 6, Block 4, Pulaski Village in the Page 54, Lake County, Indiana; together and appurtenances thereunto belonging. Commonly Known as: 2028 Mississippi St Gary, Indiana 46407 Key#25-48-512-6 LAKE County Indiana 46407 LAKE County Indiana 4640 Is incorporated by reference HAVE AND TO HOLD unto Mortgagee and Mortgagee's heirs, succeller erected on the property and all fixtures now or hereafter attached.	STATE OF LUE NUNN RECORDER NUNN & MATTIE LUE NUNN NUNN & MATTIE LUE NUNN Page of which the research and assigns forever, together with all the improvements now or

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
- 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 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 Mortgager to Mortgagee upon demand of Mortgagee.
- 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
- 7. PRIOR LIENS Delatit under the terms of any instrument/secured by a lien to which this Mortgage is subordinate shall constitute detault hereunder
- BE TRANSFER OF THE PROPERTY DUE ON SALE IN the Mortgagor sells of transfers all or part of the Property or any rights in the Property. any person to whom the Moitgagor sells or transfers the Property may take over all of the Mortgagor strights 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 ownd 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 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.
- 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 lesses

- (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 Moltgagor'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 at Mortgagees option may declare all of the sums secured by this Mortgage to be immediately due and payable, without further demand and may forcelose this Mortgage by lively and payable, without further demand and may forcelose this Mortgage by lively and payable, without further demand and may forcelose this Mortgage by lively and payable, without further demand and may forcelose this Mortgage by lively and payable without further demand and may forcelose this Mortgage by lively and payable without further demand and may forcelose this Mortgage by lively proceeding Mortgages. this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by Judicial proceeding. Mortgagee shall be entitled to collect in such 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 abandoment of the Property. Mortgagee shall be entitled to thave 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 first to payment of the costs of the management of the Property and collection of rents; including, but not limited to receiver's fees; premiums on receiver's bonds and reasonable attorney's fees, and then to the sums

secured by this Mortgage. The receiver sha	It be liable to account only for those rents actually received, be assigned by the Mortgagee without consent of the Mortgagor.	ney's tees, and then to the sums
IN WITH ESS WHEREOF, Mortgagors ha	ive executed this mortgage on the day above shown.	ller.
ALLAN: FEFFERMAN	Wilness Minnie F. Ellis	Mortgagor
(Democrate	Witness All Williams All Willia	Mortgagor
A LANGE CONTRACTOR OF THE SECOND	Wilness	Mortgagor
	ACKNOWLEDGMENT BY INDIVIDUAL	
STATE OF INDIANA COUNTY OF BEIDING THE UNITED STATES	Lake .SS blic in and for said county and state, personally appeared Minn: and acknowledged the execution acknowledged the execution and acknowledged the execution acknowledged	
in with same recent	o subscribed my name and affixed my official seal this	5th day of
My Commission Spores:	Jelija Ostor Felipa Ortiz, Nordy Put	Township and semmination of the shape is
Lake OS2	TRANSFER AND ASSIGNMENT	Lake County Resident
	County, INDIANA Igagee hereby transfers, assigns and conveys unto Western Ame	rican Mortgage
A Committee of the Comm	all right title, interest powers and options in to and under the v	vithin Real Estate Mortgage from
Minnie F, Ellis	to First Metropolitan Buil	ders of America, Inc.
	VE_ hereunto set THEIR hand and seal, this	12th day

First Man Mailders of America, Inc. Seal เรียงอัง an the presence of PRESIDENT By / DE' HA OS WITE ferman (ine) esident Lake 11-16-93 County Indiana ក្នុងស្តីមួ Commission Bebires FYKE CONALK STATE OF THOUANASS. NO.