

096359

RETURN TO:

UNION MORTGAGE CO., INC.  
P. O. BOX 515929  
DALLAS, TEXAS 75251-5929  
214/680-3134

Recording Information: Filed this \_\_\_\_\_ day of \_\_\_\_\_,  
19 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. and recorded in  
Book \_\_\_\_\_, page \_\_\_\_\_ Fee \$ \_\_\_\_\_

Recorder \_\_\_\_\_  
County, IN \_\_\_\_\_

SATISFACTION The debt secured by the within Mortgage together with  
the contract secured thereby has been satisfied in full

This the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Signed \_\_\_\_\_

UNION MORTGAGE COMPANY, INC.

Mail after recording to  
P. O. BOX 515929  
DALLAS, TEXAS 75251-5929  
214/680-3134

### INDIANA MORTGAGE

THIS MORTGAGE made this 5th day of March, 19 90, by and between

MORTGAGOR

MORTGAGEE

John Irvin Foster and Bernice Foster,  
Husband & Wife  
3740 West 21st Avenue  
Gary, Indiana 46404

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

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NOT OFFICIAL!**

**This Document is the property of  
the Lake County Recorder!**

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 shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH That whereas the Mortgagor is indebted to the Mortgagee in the principal sum of:

Three thousand Two Hundred Eighty Six & 63/100 Dollars (\$3,286.63).

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 April 15 1993

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 Lake State of Indiana:

The following described real estate in Lake County, in the State of Indiana, to-wit:

Lots 38 to 41, both inclusive, in Block 3, F.R. Maas second Addition to Gary, Lake County Indiana

STATE OF INDIANA/S.S. NO. \_\_\_\_\_  
LAKE COUNTY  
FILED FOR RECORD  
APR 20 1 50 PM 1990  
ROBERT W. FREELAND  
RECORDER

being the same premises conveyed to the Mortgagor by deed of Jesse Hayes, M.D., a widow

dated 12-15-65, 19 \_\_\_\_\_, recorded in the office of the \_\_\_\_\_ Recorder of Lake County in Book \_\_\_\_\_, Page 649432 of which the description in said deed is incorporated by reference.

TO HAVE AND TO HOLD unto Mortgagee and Mortgagee's heirs, successors and assigns forever, together with all the improvements 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, together with said property, are herein referred to as the "Property."

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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

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 Mortgagor 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 appraisal 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 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 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 due any sums secured by this Mortgage, Mortgagee 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, Mortgagee at Mortgagee'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. 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 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 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 shall be liable to account only for those rents actually received.

11 ASSIGNMENT. This Mortgage may be assigned by the Mortgagee without consent of the Mortgagor.

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

Allan Fefferman      John Irvin Foster  
 Allan Fefferman      John Irvin Foster      Mortgagee  
 Witness      Witness

Patricia McCune      Bernice Foster  
 Patricia McCune      Bernice Foster      Mortgagee  
 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 John Irvin Foster and Bernice Foster, Husband & Wife and acknowledged the execution of the foregoing mortgage

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 5th day of March, 1990

My Commission Expires 11-16-93

Felipa Ortiz  
 Felipa Ortiz, Notary Public Lake County Resident

TRANSFER AND ASSIGNMENT

096360 County, INDIANA

Undersigned Mortgagee hereby transfers, assigns and conveys unto Union Mortgage all right, title, interest, powers and options in, to and under the within Real Estate Mortgage from John Irvin Foster & Bernice Foster, Husband & Wife to First Metropolitan Builders of America, Inc. as well as the indebtedness secured thereby

In presence of undersigned hereunto set Patricia McCune hand and seal, this 5th day of MARCH, 1990

Signed, sealed and delivered in the presence of:  
 Witness: Patricia McCune  
 Notary: Felipa Ortiz By Allan Fefferman (Title) President

Notary Public Felipa Ortiz, Lake County, Indiana My Commission Expires: 11-16-93

This instrument was prepared by Allan Fefferman

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