UNION MORTGAGE C P. O. BOX 515		Recording Information: Filed this 19, at Book, page	
DALLAS, TEXAS 75 214/680-3134	251-5929	Book, page	The State of the S
4	1/20-1	Recor	der
CATICTACTION. The debt account has	0445801		County I
SATISFACTION: The debt secured by the contract secured thereby has been this theday of	satisfied in full		and the second s
Signed Gay of			
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092101 214/480-31	INDIANA MO	RTCAGE	 A control of the contro
THIS MORTGAGE made this 5th day		19 90 by and by	shupan.
Transfer of the second of the		MORTG/	
Anita L. Kelly, a 949 E. 43rd Pláce	/k/a Anita L. Smith	First Metropolitan Bui	lders of America, I
Gary, Indiana 46	409	300 West Ridge Road Gary, Indiana 46408	
	Docum		
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	This Document is t	I de la la Tara de la Caractería de la Car	
Enter in appropriate block for each part	the Lake Count y name address and it appropriate to	y Recorder! haracter of entity e.g. corporation or	partnership.
The designation Mortgagor and Mortg	nevione reculred executoria	ald parties, their heirs, successors	and (assigns, and (shall (includ
WITNESSETH! That whereas the Morto	Lagor, it indebted to the Montgages in it	ne principal sum of SEVEN-THO	USAND_FOUR_HUNDRED
FIFTY DOLLARS AND astevidenced by a Home Improvement	Consumer Credit Sale Agreement (C	**************************************	To Dollars (\$ = 43 & = 46
herein by reference. The final due date	for payment of said Contract, if not soo yment of the indebtedness evidenced	oner paid, is	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
tions thereof; the payment of all other s covenants and agreements of Mortgag	ums advanced in accordance herewith or, herein contained. Mortgagor does	n to protect the security of this Mortg hereby mortgage, grant and convey	ge, and the performance of the
successors and assigns the following de State of Indiana:	escribed property located in the Count	yoftation months Lake	All of the second secon
Lot 13' in Block 2	in Scarsdale First Add	tion to Gary, in the C	ltv of Garv
as per plat book	25, page 77; in the Off.	ice of the Recorder of	
Standard and Allerian	Commonly Rilowit as 3,77 kg	ask 43rd Frace Gary 1	N 40409
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peing the same promises conveyed to the	ne Mortgagor by deed of	The state of the s	San Carlotta (1984) A series of the Carlotta (1984) and the Carlotta (1984) and the Carlotta (1984) and the Car
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Ontario Dillion	Andrews (1997) and the state of	the office of the Recorder 816775	

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Mortgagor and Mortgagee covenant and agree as follows: 1. PAYMENT OF CONTRACT, Mortgagor shall promptly pay, when due the indeptedness evidenced by the Contract, and late charges as 2. INSURANCE, Mortgagor shall keep all improvements on said land, now or he eafter 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 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 whom server except for the exceptions hereinaller stated Title to the Property is subject to the following exceptions hereinaller stated in Volume 450442 for 19,000 dollars 6 WAIVER The Mortgagor waives and relinquishes all rights and benefits under the validation and appraisement laws of any state TRIPRIOR LIENS Delault under the terms of any instrument secured by a lien to which this Mortgage is subbroinate shall constitute default B 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 a 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 his section are not satisfied, Mortgagee may require immediate payment in full of the Contracts 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 (ii) a transfer of rights in household appliances to a person with provides the Mortgagor with the money to buy these appliances in order to protect that person against possible losses
(IIII) a transfer of the Property of Shruwing coveres delicating the death of a co-paner, when the transfer is automatic according to: (iv) leasing the Property for a term of three (3) years or less as leng as Illedease does not include an option to buy 9) ACCELERATION: REMEDIES. Upon Mortgagor's breach of any covenant or agreement of Mortgagor's 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 attorneys 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 and collected by the receiver shall be applied first to be applied for a country to applied first to be applied for a country to applied first to be applied for a country to app 1.1. 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 Mortgagor Mortgagor Mortgagor ACKNOWLEDGMENT BY INDIVIDUAL STATE OF INDIANA COUNTY OF Lake Before me, the undersigned a notary public in and for said county and state, personally appeared Anita L. Kelly a/k/a. and acknowledged the execution of the foregoing mortgage; Anita L. Smith IN WITNESS WHEREOF, I have hereunto subscribed my name and allixed my official seal this My Commission Expires 11-16-93 Felipa Ortiz, Notary Public Lake County Resident TRANSFER AND ASSIGNMENT 098102 County INDIANA Ecelved the undersigned Mortgagee hereby transfers, assigns and conveys unto Union Mortgage all right, title, interests powers and options in, to and under the within Real Endie Mol Telly, a/k/a Anita L. Smith to First Metropolitan Builders of the depletiness secured thereby Mess whereighte undersigned ha hereunto set _ hand and seal, this livered in the presence of pa Ortiz, Lake County Indiana My Commission Expires: 111-16-9 Notary Public

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