

APPROPRIATE RETURN TO:

WESTERN AMERICAN MORTGAGE BANK
P. O. BOX 1299
BEDFORD, TX 76021

10-01530

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

099111

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 _____

Mail after recording to WESTERN AMERICAN MORTGAGE
4009 AIRPORT FREEWAY, SUITE 200, BEDFORD, TEXAS 76021

INDIANA MORTGAGE

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

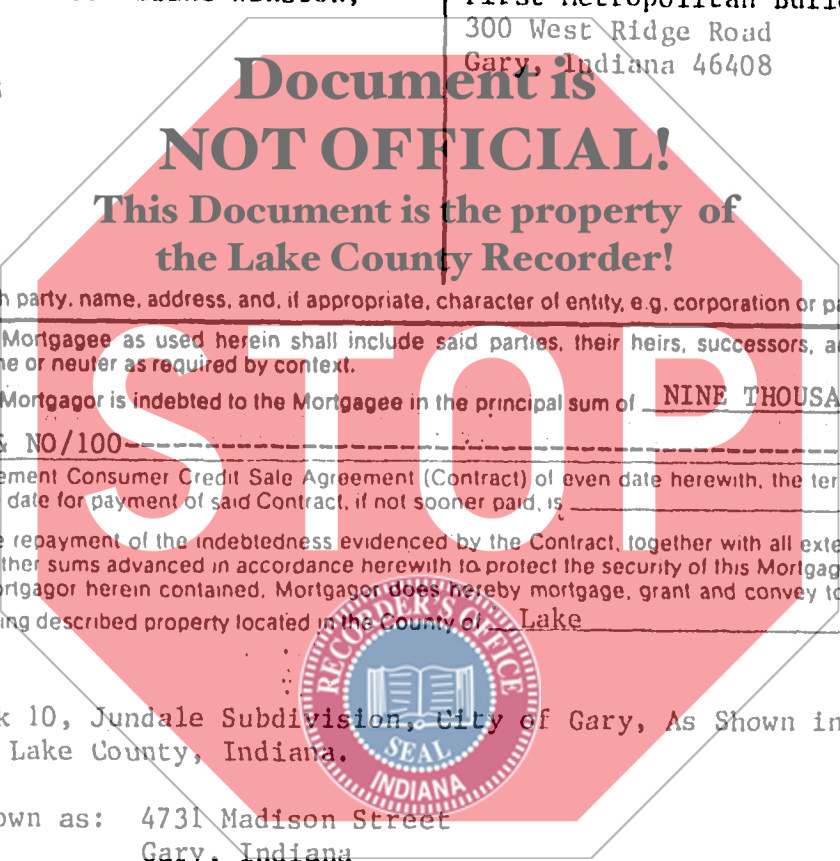
MORTGAGOR

MORTGAGEE

Westley M. Winston and Geraldine Winston,
Husband & Wife
4731 Madison St.
Gary, Indiana 46408

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

Acct 099111



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 NINE THOUSAND EIGHT HUNDRED AND FIFTEEN DOLLARS & NO/100

----- Dollars (\$ 9,815.00), 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 Lake State of Indiana

Lot 8, Block 10, Jundale Subdivision, City of Gary, As Shown in Plat Book 19, Page 3, Lake County, Indiana.

Commonly Known as: 4731 Madison Street
Gary, Indiana

Key# 25-45-174-11

STATE OF INDIANA, S.S. NO. _____
FILED FOR RECORD
MAY 7 10 59 AM '90
ROBERT S. ROSENBERG
RECORDER

being the same premises conveyed to the Mortgagor by deed of JOSE M. LOPEZ AND MARIA S. LOPEZ

dated 3/5 19 81 recorded in the office of the RECORDER of LAKE County in Book _____, Page _____ 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"

6-50
dw

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 the 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

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

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

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

- (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

- (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 persons following the death of a owner when the transfer is automatic according to law and
(iv) leasing the Property for a term of more than one year, unless 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

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

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

Signatures of Allan Fefferman, Donna M. Pearson, Westley M. Winston, and Geraldine Winston with witness seals.

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 Westley M. Winston and Geraldine Winston, 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, Notary Public Lake County Resident

TRANSFER AND ASSIGNMENT

County, INDIANA. For value received the undersigned Mortgagee hereby transfers, assigns and conveys unto Western American Mortgage all right, title, interest, powers and options in, to and under the within Real Estate Mortgage from Westley M. Winston & Geraldine Winston to First Metropolitan Builders of America, Inc. as well as the indebtedness secured thereby

In witness whereof the undersigned have hereunto set THEIR hand and seal this 5th day of April, 1990. Signed, sealed and delivered in the presence of First Metropolitan Builders of America, Inc. By Allan Fefferman, President

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

This instrument was prepared by Allan Fefferman