104133 Recording Information: Filed this ... \_\_\_ day of RETURN TO: \_ o'clock \_ .M. and recorded in UNION MORTGAGE CO INC. P. O. BOX 515929 DALLAS, TEXAS 75251-5929 214/680-3134 Recorder County IN SATISFACTION: The debt-secured by the within Mo together with the contract secured thereby has been satisfied in full. day of Signed: UNION: MORTGAGE COMPANY P. O. BOX 515929 Mail after recording to DALLAS, TEXAS 75251-5929 214/680-3134 INDIANA MORTGAGE THIS MORTGAGE made this 18t bay of \_\_\_. 19<u>\_90</u> , by and between: April \_ MORTGAGOR MORTGAGEE William Outlar and Cynthia D. Outlar, H&W First Metropolitan Builders of America, Inc. 607 Matthews Street 300 West Ridge Road Gary, Indiana 46406 Gary, Indiana 46408 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 Mortgages 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 Mortgages in the principal sum of \_\_\_SEVEN\_THOUSAND\_EIGHT\_HUNDRED AND SEVEN AND 06/100\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* Dollars (\$7807.06 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 State of Indiana: Legal Description: The North 26 feet of Lot 22 and the South 16 feet of Lot 23 Block 14, New Brunswick Addition to Gary, as shown in Plat Book 14, Page 16, Lake County, Indiana, Commonly Known as: 607 Matthews Gary, Indiana 46406 Key# 25-40-0081-0022 . theing the same predices conveyed to the Mortgagor by deed of 7 WASHINGTON KF. WASHINGTON SAMUEL AND CARRIE

TO HAVE AND TO HOLD unto Mortgages and Mortgages'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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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 salisfactory 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 whomsoever, except for the exceptions hereinafter stated. Title to the Property is subject to the following exceptions:

## CALUMET SECURITIES DATED 4/30/75 VOL#29,7711.FOR \$15,900.00

6. WAIVER The Mortgagor waives and relinquishes all rights and benefits under the valuation and appraisement 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 interior to this Mortgage, such as other mortgages, materialman's liens, etc.

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,

to protect that person against possible losses.

(iii) a transfer of the Property to surviving co-owners to lowing 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). Lycars of less as long as the bease dides 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 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 less, 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

Allan Fefferman

This instrument was prepared by .

11. Addidition this mortgage may be as	signed by the Mortgages #	mout consent of the Mort	gagor.	
IN WITMESS WHEREOF, Mortgagors have en	ecuted this mortgage on the	ne day spove shown		
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ALLEN FEFFERMAN	Witness	William Out		Mortgagor
ALLEN TO THE TANK AND THE TANK		WOLL TON	(Tuilas)	MOLIGAÇOI
DONNA M. PEARSON	Witness	Marrah da D	<del>/</del>	
DONNA M. FEARSON	Veimess	Cynthia D. C	uctar	Mortgagor
The state of the s	AAIIA	inu.	entre de la companya	
	Witness		2 (rom , 2	Mortgagor
	ACKNOWLEDGMENT	BY INDIVIDUAL		
STATE OF INDIANA, COUNTY OF Lake			SS:	
Before me, the undersigned, a notary public is	n and for said county and st	ate, personally appeared	William Outlar	and
Cynthia D. Outlar, Husband &		and acknowledg		
IN WITNESS WHEREOF, I have hereunto sub				
April	1990			
My Commission Expires:		1. 1. 0.	_	,
11-16-93		Telepa Vite		
		Felipa Ortiz,	Notary Public Lake	County Reside
104404	TRANSFER AND			
Lake 104134	0		ai S	j 
	_ County INDIANA		والمتعملين	William to the Comment
For value received the undersigned Mortgage	e hereby transfers, assigns	and conveys unto <u>Uni</u>	on Mortgage Co,	Inor
			T ( ) ( ) ( )	
7.1.1.4	all right, title, interest, po	wers and options in, to and	under the within Heals	state Moudage trom
William Outlar & Uynthia D. Ou	tlar, Wife to	<u>First Metropolita</u>	n Builders of	merica, Inc.
s well as the indebtedness secured thereby				
In witness whereof the undersigned ha ve	hereunin set their	hand an	d seal, this	th.
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fMay, 19 <u>90</u>		<u> </u>	<i>1</i> 00 €	
signed, sealed and delivered in the presence of:	Firs	st Metropolitan E	uilders of Amei	ica Inc
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Votary: - Felia Visites	_	Allan Feffern	Tarr ((11116)	President
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lotary Public Felipa Ortiz, U La	ke County Indiana.	dy Commission Expires:	7-10-93	manabaana, managa sasajaban
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