

104964

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: _____

Mail after recording to _____

INDIANA MORTGAGE

THIS MORTGAGE made this 23 day of APRIL, 1990 by and between:

MORTGAGOR

MORTGAGEE

MR & MRS. GARY BRUBACH
316 CYPRESS DR
SCHERERVILLE, IN 46375

POOLS N' SPAS N' STUFF, INC.
48 W. 80th Pl
WARRICKVILLE, IN 46410

104964

Document is 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 nine thousand Dollars (\$9,999.00)

plus interest on it at the rate of 15.5 % per annum as evidenced by a Home Improvement 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 24, Plum Creek Village 7th Addition to the Town of Schererville, Indiana, as shown in Plat Book 62, page 27, in Lake County, Indiana.



STATE OF INDIANA, S.S. NO. _____
LAKE COUNTY, INDIANA
FILED FOR RECORD
JUN 11 9 19 AM '90
ROBERT M. BELAND
RECORDER

104964

being the same premises conveyed to the Mortgagor by deed of _____

dated _____, 19____, recorded in the office of the _____ of _____ 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
sch

Mortgagor and Mortgagee covenant and agree as follows:

1. PAYMENT OF CONTRACT. Mortgagor shall promptly pay when due the indebtedness evidenced by 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 Mortgagee 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:

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 interior 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:

Catherine Johnson Gary W. Brubach
 Catherine Johnson Witness: Gary W. Brubach Mortgagee
 Witness: Marsha S. Brubach Mortgagee

Person signing immediately below signs to subject his or her interests in the described property on the reverse side, including any right to possession after foreclosure, to the terms of this mortgage and to waive his or her homestead exemption in the described real estate on the reverse side. Person signing immediately below is not personally liable.

Witness: _____ Mortgagee

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF INDIANA, COUNTY OF LAKE SS: MR & MRS GARY BRUBACH

Before me, the undersigned, a notary public in and for said county and state, personally appeared _____ and acknowledged the execution of the foregoing mortgage.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 3 day of May, 19 90.

My Commission Expires June 3, 1991
Maureen Gail Scudella Notary Public

TRANSFER AND ASSIGNMENT

For value received the undersigned Mortgagee hereby transfers, assigns and conveys unto CHARYKER FIRST FINANCIAL SERVICES Corp. (Delaware) all right, title, interest, powers and options in, to and under the within Real Estate Mortgage from MR & MRS GARY BRUBACH to POOLS 'N' SPAS 'N' SAUNAS well as the indebtedness secured thereby.

In witness whereof the undersigned have hereunto set hand and seal, this 3 day of May, 19 90.

Signed, sealed and delivered in the presence of: 06.11.51 6 11 HAP POOLS 'N' SPAS 'N' SAUNAS (Seal)

Witness: Maureen Gail Scudella Catherine Johnson (Title)

Notary Public: MAUREEN GAIL SCUDELLA County, Indiana. My Commission Expires: June 3, 1991 500

This instrument was prepared by T.L. Jones