

91022149

Recording Information: Filed this ___ day of _____, 19___, at _____ o'clock ___ A.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 UNION MORTGAGE COMPANY, INC.
P. O. BOX 515929
DALLAS, TEXAS 75251-5929
214/680-3134

INDIANA MORTGAGE

THIS MORTGAGE made this 22 day of April, 1991, by and between:

MORTGAGOR

MORTGAGEE

Eric O. Smith
JoAnn Smith H/W
1108 May
Hammond, Indiana 46320

Tapco Inc.
4415 W. Montrose
Chicago, Illinois 60641

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.

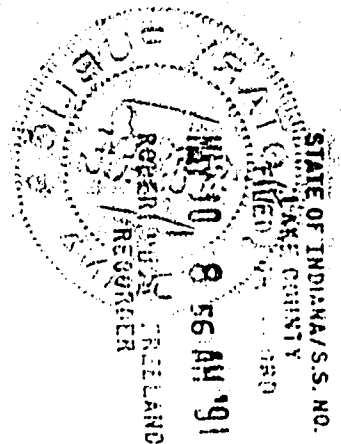
WITNESSETH That whereas the Mortgagor is indebted to the Mortgagee in the principal sum of Four Thousand Seven Hundred and 00/100ths Dollars (\$ 4,700.00) as evidenced by a Home Improvement Consumer Credit Sale Agreement (Contract) of even date herewith, the terms of which are incorporated herein by reference. The final due date for payment of said Contract, if not sooner paid, is May 10 1997

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:

Lots 66 and 67, Hammond Realty Company's Addition to Hammond, as shown in Plat Book 9, Page 17, Lake County, Indiana and Commonly Known as 1108 May Street, Hammond, Indiana.

KEY No. #34-22-74

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



being the same premises conveyed to the Mortgagor by deed of Leon Jones and Virginia May Jones
AKA Virginia Mae Jones

dated April 22 June 21 19 91 recorded in the office of the Recorder _____ of _____ Lake County in Book # 358027 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"

800

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 and any other structure erected thereon insured against fire, windstorm and such other casualties and contingencies in such manner 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

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

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

Commonwealth Loan Co. 8-8-89, 8-9-89 - 052578 \$11,000.00

Security Pacific 8-27-90, 8-28-90 - 120227 \$21,493.00

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 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

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.

Jodi G. Sraitz
CHESTER PIETROSIEWICZ



Eric O. Smith
JO ANN SMITH

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 ERIC O. SMITH
and acknowledged the execution of the foregoing mortgage
IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal this 22 day of April 1991

My Commission Expires MAY 15 1994

Mary A. Kopp
MARY A. KOPP Notary Public

TRANSFER AND ASSIGNMENT

County, INDIANA
For value received the undersigned Mortgagee hereby transfers, assigns and conveys unto
all right, title, interest, powers and options in, to and under the within Real Estate Mortgage from
as well as the indebtedness secured thereby
in witness whereof the undersigned has hereunto set hand and seal, this
day of 19
Signed, sealed and delivered in the presence of
Witness
Notary Public
County, Indiana My Commission Expires

This instrument was prepared by