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RETURN TO:
UNION MORTGAGE CO., INC.
P. O. BOX 515929
DALLAS, TEXAS 75251-5929
214/680-3124

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

91051729

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.

13151 EMILY ROAD, DALLAS, TEXAS 75040

INDIANA MORTGAGE

THIS MORTGAGE made this 16th day of September, 1991, by and between:

MORTGAGOR

MORTGAGEE

Shelby L. James and Mary C. James, Husband & wife
3959 Wright Circle
Gary, Indiana 46408

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

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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 EIGHT THOUSAND NINE HUNDRED

SIXTY FIVE DOLLARS AND NO/CENTS Dollars (\$ 8,965.00)

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 10-12-2001

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: All that certain property situated in Gary in the County of Lake, and State of Indiana and being described in a deed dated 6/20/76 and recorded 6/29/76, among the Land Records of the County and State set forth above, and referenced as follows: Doc#357015, being more fully described as follows: Part of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter of Section 30, Township 36 North, Range 8 West of the 2nd P.M., more Particularly described as follows: Commencing at a point 198 feet West of the East Line and 125 Feet North of the South Line of Said Northeast Quarter of the Southeast Quarter of the Northwest Quarter of Section 30; thence North Parallel to the East Line of Said Northeast Quarter of the Southeast Quarter of the Northwest Quarter, a Distance of 125 Feet; Thence West Parallel with the South Line of Said Northeast Quarter of the Southeast Quarter of the Northwest Quarter a Distance of 232.57 Feet; Thence South 50 Feet; Thence Southeasterly a Distance of 245 Feet to the Point of Beginning, more or less, in Lake County, Indiana

Commonly known as: 3959 Wright Circle
Gary, Indiana

Key#01-39-0018-0058

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

Deleas Littlejohn and Virginia Littlejohn, husband & wife

dated June 20 1991 recorded in the office of the Recorders Office of Lake County in Book Doc#357015 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

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... 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

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

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 alien 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

- (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, to close 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, material 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 loss of assets
(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

Allan Fefferman
ALLAN FEFFERMAN

Donna M. Perrison
DONNA M. PERRISON



Shelby L. James
Mortgagor

Mary C. James
Mortgagor

Witness

Mortgagor

Mortgagor

Mortgagor

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 Shelby L. James and Mary C. James, 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 16th day of September, 1991

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 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 ha hereunto set hand and seal, this day of 1991
Signed, sealed and delivered in the presence of
Witness:
Notary,
Notary Public County: Indiana My Commission Expires

This instrument was prepared by, Allan Fefferman