

4.70/28 pdg
4226 Donald Gray, Atty.
1244-119th St.
Whiting, In 46394

Return to: Attorney Donald L. Gray, 1244-119th Street, Whiting, Indiana 46394

93085646

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

FILED

DEC 15 1993

AFFIDAVIT

Anna N. Anton
AUDITOR LAKE COUNTY

Chicago Title Insurance Company

Alan E. Bayless and Cheryl L. Bayless, competent adults, being first duly sworn upon oath depose and say as follows:

1. That these affiants are the owners in fee simple of a certain parcel of real estate located in the County of Lake, State of Indiana, bearing the following legal description: 29-7-15

Part of the Southwest Quarter of the Southwest Quarter of Section 8, Township 27 North, Range 9 West of the Second Principal Meridian, described as commencing 33 feet east and 525 feet north of the Southwest corner thereof, thence east 122 feet; thence north 25 feet; thence west 122; thence south 25 feet to the point of beginning, in the City of Whiting, in Lake County, Indiana, more commonly known and described as 2414 Schrage Avenue, Whiting, Indiana.

2. That on April 16, 1984, these affiants entered into a contract with Style Built Windows, Inc., 2001 N. Cline Avenue, Griffith, Indiana 46319 for the installation of new windows at a cost of \$4,800.00 which was to be financed under the Dartmouth plan, inc. The \$4,800.00 together with the finance charge of \$1,935.36 resulted in a total required payment of \$6,735.36 to be paid in 48 installments of \$140.32 each. A copy of the Home Improvement Installment Contract Retail Installment Obligation dated April 16, 1984 is attached hereto and made a part of this Affidavit.

3. That these affiants were directed to make the required monthly payments directly to Citibank, N.A., in Melville, New York under account no. 68 7898597.

4. That these affiants made all of the required 48 payments and that said indebtedness was paid in full in 1988.

5. That these affiants in applying for a new mortgage received a report of title from Chicago Title Insurance Company which shows that there was a mortgage dated April 16, 1984 and recorded June 18, 1984 as document no. 761058 by these affiants as mortgagors to the Dartmouth Plan, Inc. to secure one note for \$6,735.36.

6. The Dartmouth Plan, Inc. failed to release said real estate mortgage of record and creates a cloud on the title of these affiants; affiants have been informed that the Dartmouth Plan, Inc apparently has been liquidated without any record of merger into any other viable corporation and therefore affiants are unable to obtain a release of mortgage.

7. Affiants attach hereto and incorporate as a part hereof the November 16, 1993 letter of Citibank, N.A. certifying that account #687898597 has been paid in full.

8. Affiants make this Affidavit to show that the indebtedness of \$6,735.36 has been fully paid and satisfied and that no action for foreclosure of real estate mortgage has been instituted or is pending in any Court.

Further affiants sayeth not.

Alan E. Bayless
Alan E. Bayless

Cheryl L. Bayless
Cheryl L. Bayless

Subscribed and sworn to before me this 29th day of

^{November}
~~December~~, 1993.

My Commission expires:
August 21, 1994

Donald L. Gray
Donald L. Gray, Notary Public
A Lake County Resident

This instrument prepared by Attorney Donald L. Gray, 1244-119th Street, Whiting, Indiana 46394.

Control no. 93241121518

HOME IMPROVEMENT INSTALLMENT CONTRACT
RETAIL INSTALLMENT OBLIGATION

the dartmouth plan, inc.

INDIANA

Date: 4/16/84

Buyer's Name: ALAN E. CHEVRE L. BAYLESS

Seller's Name: VLF LUMIT WINDOWS, INC. (CREDITOR)

Address: 2414 SCHPASE WHITING, IN.

Address: 7001 N. CLINE GRIFFITH, IN.

1 ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate 16.98 %	2 FINANCE CHARGE The dollar amount the credit will cost you \$ 1735.36	3 Amount Financed The amount of credit provided to you or on your behalf \$ 4800.00	4 Total of Payments The amount you will have paid after you have made all payments as scheduled \$ 6735.36	5 Total Sale Price The total cost of your purchase on credit including your down payment of \$ 30.00 \$ 6765.36
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INSURANCE: Required property insurance may be obtained from anyone that is acceptable to the Creditor. e means an estimate

Payment Schedule:

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
48	\$ 140.32	Monthly beginning 60 days after completion of the improvements (first payment date estimated to be _____, 19____).

SECURITY: If this box is checked, a security interest in the form of a real estate mortgage on the improved property has been taken.

LATE CHARGE: If payment is more than ten days late, you will be charged 5% of the payment, or \$11.00, whichever is less.

PREPAYMENT: If you pay off early, you may be entitled to a refund of part of the Finance Charge.

See your contract documents and mortgage, for any additional information about nonpayment, default, any required payment in full before the scheduled date, and prepayment refunds and penalties.

1. CASH PRICE.....	\$ 4830.00	4. AMOUNT PAID FOR LIFE INSURANCE.....	\$ - 0 -
2. CASH DOWN PAYMENT.....	\$ 30.00	5. AMOUNT FINANCED (3+4).....	\$ 4800.00
3. AMOUNT PAID ON YOUR BEHALF (1 Minus 2).....	\$ 4800.00		

ITEMIZATION OF AMOUNT FINANCED
NOT OFFICIAL!
This Document is the property of the Lake County Recorder

NOTICE OF PROPOSED GROUP CREDIT LIFE INSURANCE: The insurance you may enroll for is provided under a group policy issued to the Dartmouth Plan, Inc. (Dartmouth) by The Prudential Insurance Company of America, Newark, N. J. Two coverages are available:

- Single Life Insurance covering you, a debtor, if you are less than age 65 on the date of your debt.
 - Joint Life Insurance covering you and your spouse as joint debtors, if both of you are less than age 65 on the date of your debt.
- The insurance begins on the date you become indebted to Dartmouth. This is the date the contractor assigns your contract to Dartmouth. It is also the date when the finance charges begin to accrue on your debt. You will get a certificate describing your insurance within 30 days of the date the insurance starts. If your contract is not assigned to Dartmouth, the insurance will not become effective, and you will get a prompt refund or credit of the insurance charge. Here is a brief description of the insurance.
- DEATH BENEFIT:** If you die while insured, Prudential will pay Dartmouth the remaining amount of your debt when you die, up to \$50,000. If you and your spouse are insured for joint life coverage, Prudential will pay if either one of you dies while insured. The insurance will pay for only one death, even if both of you die at the same time. The insurance will be used to reduce or pay off your debt; any balance will be paid to your estate or beneficiary if you named one.
- TERM OF INSURANCE:** Insurance begins on the date you become indebted to Dartmouth (as described above). It continues until your debt is paid off, unless it is stopped earlier for one of the reasons that will be explained in your certificate.
- CONTESTABILITY:** Your insurance can be contested only if you are age 65 or more but misstated your age in your signed request for insurance to be less than 65. This applies to each of you individually if you and your spouse enroll for Joint Life Insurance. You must be given a copy of that request. Any statement you made will be considered a representation and not a warranty. Your insurance cannot be contested after it has been in force for two years or more during your lifetime.

TYPE	PREMIUM	SIGNATURE		
Credit Life	\$ - 0 -	<input type="checkbox"/> I want credit life insurance	<input checked="" type="checkbox"/> I don't want credit life insurance	Signature: Alan E. Bayless Date of Birth: _____
Credit Life	\$ - 0 -	<input type="checkbox"/> I want credit life insurance	<input checked="" type="checkbox"/> I don't want credit life insurance	Signature: Cheryl L. Bayless Date of Birth: _____

Seller's License No. _____ This contract may be assigned to the Dartmouth Plan, Inc.

Customer (which means all purchasers jointly and severally), residing at the address(es) shown above, hereby agrees to purchase from Seller, on a time price basis, subject to the terms and conditions on the face and back hereof, the following described goods and/or services for repairs, alterations or improvements upon or in connection with real property located at:

STREET ADDRESS (and description of real estate, if taken as security): 2414 SCHPASE
CITY: WHITING
COUNTY: LAKE STATE: IND.

DESCRIPTION OF GOODS AND/OR SERVICES SOLD (Use reverse side if necessary): SEE ATTACHED CONTRACT
TOTAL CASH PRICE OF ALL GOODS AND SERVICES SOLD \$ 4830.00

FINANCE CHARGE will begin to accrue upon completion of the work which is estimated to be (Mo) _____ (Day) _____, 19____

- DEFAULT** - If any installment is not paid within 10 days after it is due, a charge will be payable, on default by Buyer, of 5% of the unpaid amount of the installment or \$11.00, whichever is less. If any installment is not paid within 10 days after its due date, Seller may unilaterally grant a deferral and collect a deferral charge thereon in the period of deferral at the above Annual Percentage Rate. In the event of default, Seller may, at its option, declare the entire unpaid balance due and payable less refund of unearned charges as provided herein, without notice or demand. If after default this contract is referred to an attorney not a salaried employee of Seller, Buyer will pay a reasonable attorney's fee actually incurred. In addition, after default, Buyer will pay all reasonable expenses incurred by Seller in foreclosing on any mortgage securing this contract.
- REBATE FOR PREPAYMENT** - Upon prepayment in full, Buyer shall receive a rebate for the unearned portion of the Finance Charge, based upon the Rule of 78, subject to a minimum Finance Charge of \$5 when the amount financed does not exceed \$75.00 or \$7.50 when the amount financed exceeds \$75.00. The Finance Charge for the payment period during which prepayment is made is earned by Seller if more than one day of it has elapsed. If the first installment due date is scheduled more than five days beyond one month from the date the Finance Charge begins to accrue, an amount equal to 1/30th of the Finance Charge applicable to a first installment period of one month based upon the Rule of 78's will be deducted from the Finance Charge refund to Buyer for each day in the adjusted period if the first installment due date is scheduled more than five days but not more than fifteen days beyond said one month. Refund of less than \$1 will not be made.
- SECURITY INTEREST** - Seller retains title to, and a security interest in, the Goods and all equipment, accessories and parts sold hereunder, including proceeds and replacement of all the foregoing, and accessions, until all Buyer's obligations hereunder or any modifications thereof are performed. A security interest, in the nature of a Real Estate Mortgage may be taken by Seller or its Assignee on the real estate described above and all present and future improvements thereon to secure this and all future obligations. Whether or not Seller has taken a security interest in the real estate described above, a security interest on such real estate may be created by operation of law in connection with this transaction. Such security interest may include, but is not limited to, materialman's liens, mechanic's liens, artisan's liens and vendor's liens as a result of goods provided or services rendered in connection with this transaction. Proceeds of property insurance on the property improved may constitute security for Customer's obligations hereunder. (Continued on other side)

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE TO THE BUYER -

- DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE.
- YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT.
- UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE CREDIT SERVICE CHARGE (FINANCE CHARGE). BUYER ACKNOWLEDGES RECEIPT OF A TRUE COPY OF THIS CONTRACT WHICH WAS COMPLETELY FILLED IN PRIOR TO CUSTOMER'S EXECUTION HEREOF.

CONTRACTOR: _____ BUYER: Alan E. Bayless
BY: _____ BUYER: Cheryl L. Bayless
TITLE: _____ BUYER: _____

(Continued from other side)

Buyer, having a choice between the stated Cash Price and the stated Deferred Payment Price, has elected to buy the described goods and services for the latter.

Except as otherwise specifically provided in this agreement, unless Buyer gives Seller written notice of change of address, any notice to Buyer shall be effective if sent to Buyer's above address.

If any installment payments are deferred at Buyer's request, Seller may collect a deferral charge thereon for the period of the deferral at the Annual Percentage Rate disclosed on the face hereof.

Time is of the essence. Waiver of default or acceptance of any late payment shall not waive any subsequent or other default. The following shall be events of default hereunder: (1) the commencement of any bankruptcy or insolvency proceeding by or against the Buyer; (2) default by Buyer in performing any obligation under this contract. Buyer waives all exemption and homestead laws.

If Seller has taken a security interest on Buyer's real estate, Buyer shall, at Buyer's expense, procure and maintain for the term of this Contract insurance against such risks of loss or damage to said real estate as Seller may require, in

such form and for such amounts as Seller may require, the proceeds thereof to be payable as interests shall appear, including a standard mortgage endorsement.

Seller shall not be responsible or liable to Buyer or anyone else for any loss or damage to Buyer or Buyer's agents, servants or employees caused either by Buyer's agents, servants or employees or by acts of God, construction delays, labor strikes or other causes beyond Seller's control.

If and when requested by, and in form and substance satisfactory to, Seller, Buyer shall execute and deliver to Seller a certificate or certificates of partial or full completion as to the goods and/or services sold and performed for Buyer hereunder.

If Seller assigns this contract, Seller shall not be assignee's agent for transmission of payments or for any purpose.

Any amounts received from or on behalf of Buyer may be applied, at Seller's option, first to any accrued charges. No change in this contract shall be binding on Seller unless written. Seller's rights and remedies are cumulative. Any provision hereof invalid or unenforceable under, or inconsistent with, applicable law or regulations shall be deemed modified or deleted to conform thereto.

(See other side for signature)



The printing contained in this box is not part of Buyers' agreement

ASSIGNMENT BY SELLER

For value received, we hereby assign within contract and all our right, title and interest in it and in its collateral to _____ (Assignee), and warrant all of

the following: 1) that this contract is the result of a sale of our own property or services; 2) that we have full and perfect title to and right to convey this contract free of any encumbrance, lien, or any interest of third parties, of any nature whatsoever; 3) that all services and installation work in connection with this contract will be completed according to the contract at the time this contract is sold to the Assignee; 4) that this contract accurately and correctly reflects a genuine, bona fide sale and the price and terms thereof, and is valid and in compliance with any applicable installment sales law or other applicable state or federal law or administrative regulation and that there is no unexpired right to cancel on behalf of Buyers; 5) that the goods or services covered by this contract have been unconditionally accepted by the parties to the contract; 6) that at the time this contract is sold to the Assignee, the goods and services are in the possession of the obligor and are the identical goods and services described in or related to the contract; 7) that the amount due from the obligor is not disputed or subject to any set-off, deduction, credit or counterclaim; 8) that there is no undisclosed delinquency; 9) that the down payment is correctly stated in the contract; 10) that we have received cash, or its proper equivalent, for the down payment, no part of which was loaned by us, directly or indirectly, to the Buyers; 11) that this contract is the entire and sole contract between us and the obligor as to the sale of goods or services evidenced herein; 12) that there is no undisclosed agreement, concession or litigation of any nature affecting this contract; 13) that all the parties to this contract were competent at the time it was executed; 14) that there are no valid defenses in law or equity to this contract as it exists in the hands of the Assignee after this conveyance; 15) that all signatures on this contract are genuine; and 16) that title to the real property improved under this contract is vested in Buyers free and clear of all liens and encumbrances whatsoever, except as noted either in Buyers' credit application or in a written notice given by us to Assignee before this assignment was made. If any of the foregoing warranties are untrue, regardless of Assignee's knowledge or lack of knowledge or reliance thereon, Assignor hereby unconditionally agrees to repurchase the documents on demand from Assignee for the balance remaining unpaid plus any expense of collection, repossession, foreclosure, transportation, or storage, attorney fees, and court costs incurred by Assignee less any customary refund by Assignee of unearned finance charges.

Date _____ Seller/Assignor _____
By _____

TRANSFER OF THIS AGREEMENT

The Dartmouth Plan, Inc. transfers this Retail Instalment Obligation to _____ The Dartmouth Plan, Inc. by _____
who takes all of Dartmouth's rights and obligations under it. Title _____ Date _____