	SATISFACTION: The debt secured by the will the contract secured thereby has been satisfied.  This the day of  Signed					
	Mail after recording to State Fina 16901 Dall					
	THIS MORTGAGE made this 17thday of MORTGAGOR					
27191	Alton Truss and Er husband & wife 737 Martin Luther Gary, Indiana 4640					

	y s. Proposity of appraisal		
After Recording Please Return To: SFA: State Financial Acceptance Corporation 16901 Dallas Parkway, Suite 200 Dallas, Texas 75248	P.O. Box 1489  Protesting 1940-0489  Recording Information: Piled this		
94027190  SATISFACTION: The debt secured by the within Mortgage together with the contract secured thereby has been satisfied in full.	Recorder County, IA		
This the day of 19			
Mail after recording to State Financial Acceptance	9		
16901 Dallas Parkway, Dal	las, Tx 75248		
INDIANA MO	ORTGAGE		
Ture Monte ace made this 17th and	111TV 1094 by and between		

fe uther King Drive Gary, Indiana 46408 a 46402 Document is OFFICI This Document is the property of the Lake County Recorder!

and Ernestine Truss,

Holloway Lumber and Construction Co. 300 W. Ridge Road

MORTGAGEE

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Mortgagor and Mortgagoe 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 Morigagor is indebted to the Morigages in the principal sum of Nine thousand two hundred

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 \_April \_5, \_2004

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

Lot 7, except the North 25 feet thereof and the North 30 feet of Lot 8, Block 8, Resubdivision of Gary Land Company's Thirteenth Subdivision, in the City of Gary, as shown in Plat Book 19, page 10, in Lake County, Indiana.

Commonly known as: 737 Martin Luther King Drive, Gary, In 46402

Key#44-334-8

John W. Roman, Jr. and Mary I. Roman, his wife being the same premises conveyed to the Mortgagor by deed of\_ Warranty Deed 1976 recorded in the office of the County Recorder November 16 dated County in Book <u>Instr. #383317</u> 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. and herein referred to as the "Property."

Mortgagor and Mortgagoe covenant and agree as follows:

- 1. PAYMENT OF CONTRACT. Mortgagor shall promptly pay when due the indebtedness evidenced by the Contract, and lete 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 satisfactory to the Mortgagee. Mortgager 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 Mortgager 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 Mortgagoe may, at its option, enter the property and cause reasonable maintenance work to be performed. Any amounts paid by Mortgagoe shall be added to the Contract secured by this Mortgage, and shall be due and payable by Mortgagor to Mortgagoe upon demand of Mortgagoe.
- 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 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 inferior to this Mortgage, such as other mortgages, materialman's
- 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, 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 mall 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

IN WITNESS WHEREOF, Mortgagors have executed this mortgage on the day above shown.    Allan Feffeytham	those past due. All rents collected by the receiver rents, including, but not limited to receiver's fees, Mortgage. The receiver shall be liable to account 11. ASSIGNMENT. This Mortgage may be a	premiums on receiver's to only for those rents act	oonds and reasonable attually received.	orney's fees, and then to	the sums secured by this
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Witness STRESTINE Truss Mortgagor  ACKNOWLEDGEMENT BY INDIVIDUAL  STATE OF INDIANA. COUNTY OF Lake Street Indiana. SS:  Before me, the inderegned, a notary public in and for said county and state, personally appeared Erness in Usband & wife and acknowledged the execution of the foregoing mortgage. IN WITHERDE, have hereunto subscribed my name and affixed my official seal this 17th day of Indianaury 19 94  My Compussion County, Indianaury 19 94  TRANSFER AND ASSIGNMENT  County, INDIANA  For value received the undersigned Mortgage hereby transfers, assigns and conveys unto all right, title, interest, powers and options in, to and under the within Real Estate Mortgage from lass well as the indebtedness secured thereby.  In witness whereof the undersigned has hereunto set hand and seal, this day of the security of the presence of the undersigned in the presence of the undersigned in the presence of the undersigned has hereunto set hand and seal, this day of the sealed and celivered in the presence of the undersigned has hereunto set hand and seal, this day of the sealed and celivered in the presence of the undersigned has hereunto set the undersigned has here the undersign	/ Allan Fefferman	Withess	20 miles	ting /	Mess
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