After Recording Please Return To: 8FA: State Financial Acceptance Corporation 16901 Dallas Parkway, Suite 200 Dallas, Texas 75248

## 94027194

SATISFACTION the contract sec	The debt secured by the ured thereby has been set	within Mortgage together with instead in full.	h
This the		. 19	
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Reco	nder
	County IN

Mail after recording to State Financial Acceptance
16901 Dallas Parkway Dallas Tx 75248

## **INDIANA MORTGAGE**

January , 1994 , by end between

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THIS MORTGAGE made this 7th day of\_\_\_

MORTGAGOR

Clarence E. Hemphill 1288 W. 20th Place Gary, Indiana 46407Holloway Lumber & Construction 300 W. Ridge Road M. Barry, Indiana 46408

MORTGAGEE

Document is OT 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 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 Twenty thousand four 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 ADELL 1, 2004

Lots Twenty-five (25) and Twenty-six (26), in Block One (1), Gary Park Second Addition, in the City of Gary.

Commonly known as: 1288 W. 20th Place, Gary, In 46407

Key#43-0228-0025 & 43-0228-0026

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 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, now or hereafter erected, constantly insured for the benefit of the Mortgagor 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 Mortgager 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 falls 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 Mortgago, and shall be due and payable by Mortgagor to Mortgagoe upon demand of Mortgagoe.
- 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 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 Mortgages and that obligates the person to keep all of the promises and agreements made in the Contract and in this Mortgage. · POPE

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 cariain 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 liens, etc.,
- 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 Mortgager 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 additional sums secured by the secured by the secured by this secured by the secured by this secured by the of which shall be additional sums secured by this Mortgage.
- 10. APPOINTMENT OF RECEIVER Linon acceleration under Paragraph 9 hereof or abandonment of the Property. Mortgages shall be entitled

to have a receiver appointed by a court to enter upon, take possession of those past due. All rents collected by the receiver shall be applied first to rents, including, but not limited to receiver's fees, premiums on receiver's	payment of the costs of the bonds and reasonable attorn	management of th	e Property and collection of
Mortgage. The receiver shall be liable to account only for those rents act 11. ASSIGNMENT. This Mortgage may be assigned by the Mortgage		ortgagor.	
IN WITNESS WHEREOF, Mortgagors have executed this mortgage of	THIP		
Allan Florin	1 Clarence	E Elen	skill
Allan Fefferman	Clarence E.	Hemphill'	Mortgagor
Witness	DIANALILIA		Mortgagor
Witness			Mortgagor
ACKNOWLEDGEMI	ENT BY INDIVIDUAL	<del></del>	
I aka			
STATE OR INDIANA, COUNTY OF Lake  Determine the undersigned, a notary public in and for said county a	nd state personally appears	SS: d Clarence	E. Hemphill
Person	and acknowle	dged the execution	of the foregoing mortgage.
WITNESS WHEREOF, I have hereunto subscribed my name and			
My Corbbins on Brones 4	A	1)	
The state of the s	Telipa	Ostre	
	Felipa Ortiz	Notary Public	Lake County Res
	D ASSIGNMENT		
County, INDIANA			
For value received the undersigned Mortgagee hereby transfers, assi	gns and conveys unto		
all right, title, interest,	powers and options in, to a	nd under the within	Real Estate Mortgage from
	to		
as well as the indebtedness secured thereby.			
In witness whereof the undersigned ha hereunto set	hand (	and seal, this	day
of, 19			•
Signed, sealed and celivered in the presence of:			(Seal)
Witness:	Ву	# int a h	
Notary:		(Title)	
Notary Public County, Indiana	My Commission Expires:	· · · · · · · · · · · · · · · · · · ·	
This instrument was prepared by Allan Fefferman			