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NationsCredit
Woods Point, AL
1953 Data Drive
Birmingham, AL
→ 38244

CERTIFICATE OF SATISFACTION

95032376

Place of Record: LAKE COUNTY, INDIANA

Date of Deed of Trust: MAY 9, 1990

Deed Book 111744 Page

Name of Grantor: Portfolio Acceptance Corporation, Successor in Interest to Union Mortgage Corp., Inc.,
by NationsCredit Financial Services Corp., Attorney in Fact for Portfolio Acceptance
Corporation.

Names of Trustees

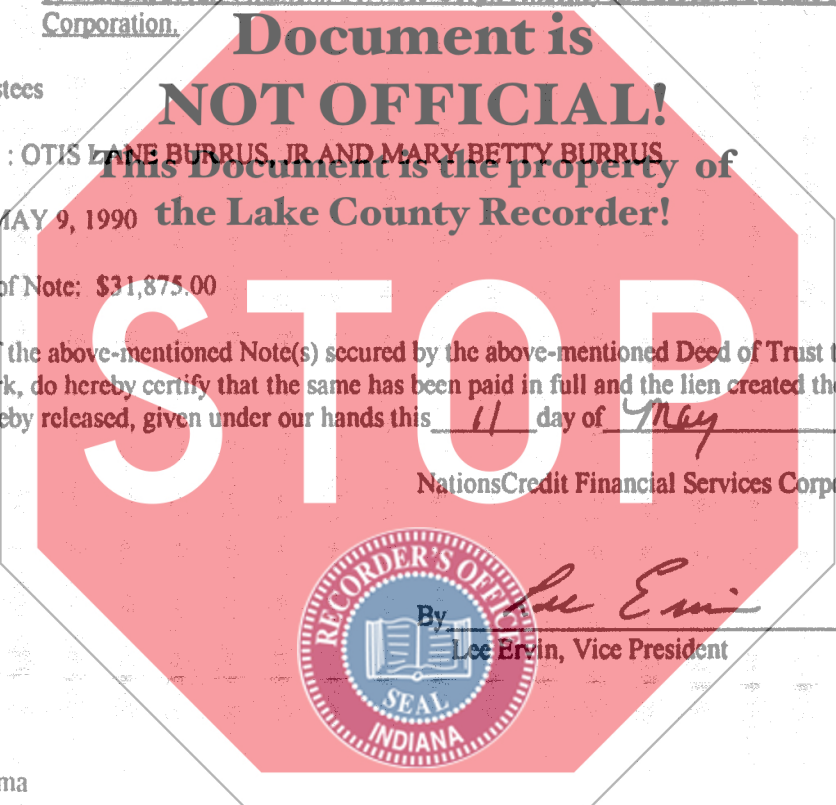
Maker of Note : OTIS LANE BURRUS, JR AND MARY BETTY BURRUS

Date of Note MAY 9, 1990

Face Amount of Note: \$31,875.00

We, holders of the above-mentioned Note(s) secured by the above-mentioned Deed of Trust to be produced before the Clerk, do hereby certify that the same has been paid in full and the lien created therein and retained is hereby released, given under our hands this 11 day of May, 1995.

NationsCredit Financial Services Corporation



By Lee Ervin
Lee Ervin, Vice President

State of Alabama

County of Jefferson

Subscribed and sworn to by Lee Ervin, who is the Vice President of NationsCredit Financial Services Corporation, holder of the Note, this 11 day of May, 1995.

Rosemary Giardina
Notary Public

My commission expires: July 30, 1996

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
95 JUN -9 AM 8:43
RECORDER

19.00

111744

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

Recording Information: Filed this _____ day of _____,
19 _____, at _____ o'clock _____ 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 9th day of May, 19 90, by and between:

MORTGAGOR

MORTGAGEE

Otis Lane Burrus, Jr. and Mary Betty Burrus,
Husband & Wife
600 East 17th Avenue
Gary, Indiana 46407

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

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 _____

THIRTY ONE THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS NO/100***** Dollars (\$ 31,875.00)
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 6-18-2000

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:

Legal Description: Lots 14, 15 and 16 in Block 7 in McKey's Addition to Gary, as per plat thereof, recorded in Plat Book 6, Page 25, in the Office of the Recorder of Lake County, Indiana.

Commonly known as: 600 East 17th Avenue Gary, Indiana 46407

Key# 25-46-0062-0014



STATE OF INDIANA, S. NO. _____
LAKE COUNTY
FILED FOR RECORD.
JUL 16 10 21 AM '90
ROBERT "BOB" FREELM
RECORDER

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

MARION WILLIAMS AND ANNIE WILLIAMS, HUSBAND AND WIFE

dated SEPTEMBER 16, 19 85, recorded in the office of the RECORDER of LAKE County in Book 821041, Page 46 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."

9.00

2-11-11-1745

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 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. 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. If Mortgagor 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 Mortgagee 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 Mortgagee 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 Mortgagee may, at its option, enter the property and cause reasonable maintenance work to be performed. Any amounts paid by Mortgagee shall be added to the Contract secured by this Mortgage, and shall be due and payable by Mortgagee to Mortgagee upon demand of Mortgagee.

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:

MARION & ANNIE WILLIAMS 9-23-85 \$45,000.00

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. 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 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. 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 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. All rents collected by the receiver shall be applied first to payment of the costs of the management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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 FEFERMAN
 Witness

Otis Lane Burrus, Jr.

 Otis Lane Burrus, Jr.
 Mortgagor

Mary Betty Burrus

 Mary Betty Burrus
 Mortgagor

Donna M Pearson

 DONNA M PEARSON
 Witness

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 Otis Lane Burrus, Jr. and Mary Betty Burrus, 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 9th day of May, 1990.
 My Commission Expires: 11-16-93
Felipa Ortiz
 Felipa Ortiz, Notary Public Lake County Reside

TRANSFER AND ASSIGNMENT

Lake County, INDIANA
 For value received the undersigned Mortgagee hereby transfers, assigns and conveys unto Union Mortgage Co., Inc.
 all right, title, interest, powers and options in, to and under the within Real Estate Mortgage from Otis Lane Burrus, Jr. & Mary Betty Burrus, Husband & Wife to First Metropolitan Builders of America, Inc. as well as the indebtedness secured thereby.

In witness whereof the undersigned ha hereunto set _____
 of _____
 Signed, sealed and delivered in the presence of:
 Witness: *Donna M Pearson*

 DONNA M PEARSON
 Notary: *Felipa Ortiz*

 Notary Public Felipa Ortiz, Lake County, Indiana
 By: *Allan Fefferman*

 Allan Fefferman, President
 First Metropolitan Builders of America, Inc. (Seal)
 My Commission Expires: _____

This instrument was prepared by Allan Fefferman 300 WEST RIDGE RD GARY IN 46408



11744

11745

RECORDED
 06, 11 12
 ROBERT F. FERRELL
 11 12 90
 FILED
 LAKE COUNTY, INDIANA
 11-16-93

HOMÉ IMPROVEMENT CONSUMER CREDIT SALE AGREEMENT, SECURITY AGREEMENT, AND DISCLOSURE STATEMENT

0448991

DATE 5-9-90

SELLER First Metropolitan Builders of America Inc.
 ADDRESS 300 West Ridge Road Gary In. 46408
(Street) (City) (State) (Zip)

BUYER Otis Lane Burrell & Mary Betty Burrell
 ADDRESS 600 East 17th Ave. Gary In. 46407
(Street) (City) (State) (Zip)

AGREEMENT Buyers agree that it was their decision to purchase the goods and/or services described below at the Total Sale Price rather than paying cash for the goods and/or services at the Cash Price, which is less. In return for Seller financing for Buyers the purchase of the goods and/or services described below Buyers each individually and together promise and agree as follows:

Complete Description of the Goods and Work to be Done	Cash Price (Including Tax)
<u>See attached specification sheet</u>	<u>23,100.00</u>

LOCATION OF PREMISES TO BE IMPROVED: The premises which are being improved as a part of this transaction are Buyers' residence address above, or the following premises if different from above: 600 East 17th Ave. Gary Indiana

SECURITY INTEREST: Buyers hereby grant to Seller a security interest in the goods described above in order to secure payment of the Total of Payments and performance of the other terms of this agreement.

ANNUAL PERCENTAGE RATE The cost of Buyers' credit as a yearly rate. <u>16.98%</u>	FINANCE CHARGE The dollar amount the credit will cost Buyers. <u>\$ 34.55</u>	Amount Financed The Amount of credit provided to Buyers or on Buyers' behalf. <u>\$ 31,875.00</u>	Total of Payments The amount Buyers will have paid after Buyers have made all payments as scheduled. <u>\$ 66,428.40</u>	Total Sale Price The total cost of Buyers' purchase on credit, including Buyers' downpayment of <u>\$ 66,428.40</u>
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Buyers' payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
<u>120</u>	<u>\$ 553.57</u>	<u>Monthly starting 30 Days after Completion</u>

Security: Buyers are giving a security interest in:
 the goods or property being purchased
 the land located at 600 East 17th Ave. and 1307 Floyd St. Gary Indiana

Late Charge: If a payment is late, Buyers will be charged 5% of the part of the payment which is late, or \$12.00, whichever is less.
 Prepayment: If Buyers pay off early, Buyers may be entitled to a refund of part of the finance charge.

See the contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.
 e means an estimate

Itemization of the Amount Financed of \$ 31,875.00
\$ 23,100.00 Amount of unpaid Sales Price
 Amount paid to others on Buyers' behalf:
\$ 0 to insurance company for credit life insurance
\$ 0 to insurance company for credit disability insurance
\$ 0 to public officials for filing fees
\$ 350.00 to Title Policies, \$175 appraisal, \$175 USA Financial, \$5850 ITT Financial

Insurance (Optional): Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless a Buyer signs and agrees to pay the additional cost.

Type	Premium	Term (months)	Signature
Credit Life	<input type="checkbox"/> Single Coverage \$ <u>0</u>	e	I want credit life insurance _____ Signature _____
	<input type="checkbox"/> Joint Coverage \$ _____		
Credit Disability	\$ _____		I want credit disability insurance _____ Signature _____

CREDIT LIFE AND DISABILITY INSURANCE: If Buyers elect credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the NOTICE OF PROPOSED GROUP INSURANCE, or in the policies or certificates issued by the insurance company. The original amount of the decrease in term credit life insurance will not exceed \$ _____ Credit disability insurance payments will equal the monthly payment amount but will not be more than \$ _____

PROPERTY INSURANCE: Buyers agree to keep any real property described above insured to Seller's satisfaction. If property insurance must be obtained at the time this agreement is signed, Buyers may purchase it through any insurance company or agent of their choice. If Buyers fail to keep the real property satisfactorily insured during the term of this agreement, Buyers hereby authorize Seller, at Seller's option, to purchase any required insurance. Seller may request immediate reimbursement from Buyers for the cost of such insurance or may add the insurance premium to the unpaid balance on this agreement with a charge interest on it at 6% per year.

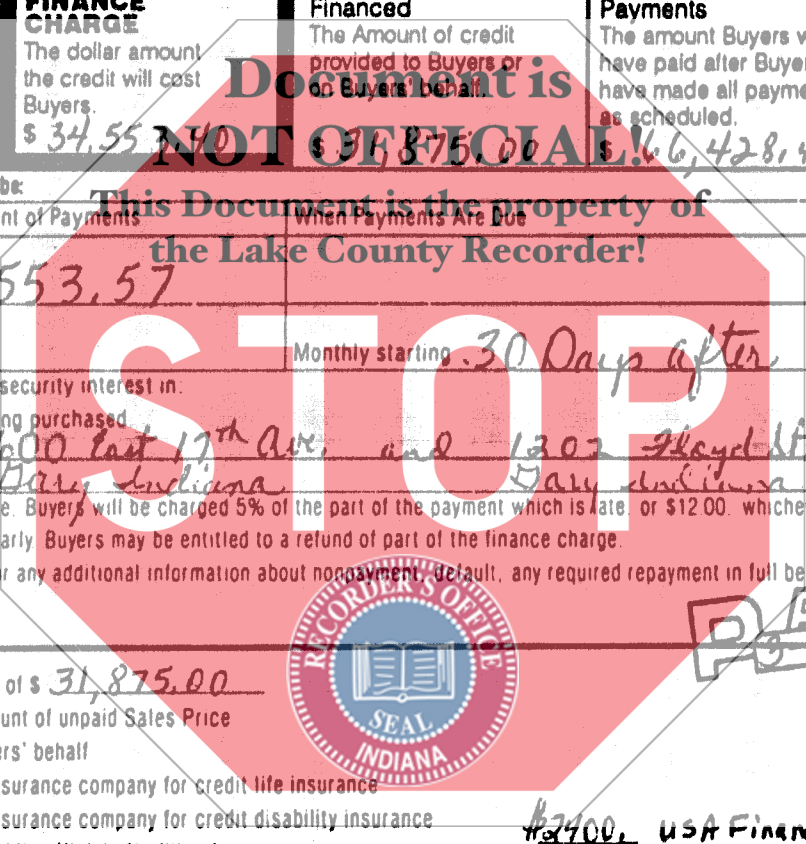
PROMISE TO PAY: Buyers promise to pay to the Seller at its address shown above the Total of Payments shown on this agreement in accordance with the terms of this agreement. Those terms are printed on both sides of this document. The payment due dates shown above are estimates. The first payment will be due 1 month after the completion date of this contract as shown by a completion certificate to be signed by the Buyers upon completion and acceptance of the goods or services described above.

CHARGE FOR LATE PAYMENT: If any payment is not paid within 10 days after its due date, Buyers agree to pay a late charge of either 5% of the part of the payment which is late, or \$12.00, whichever is less.

INTEREST AFTER MATURITY: Buyers further agree to pay interest at the Annual Percentage Rate shown on this agreement on any amounts which remain unpaid after the final due date on this agreement.

FAILURE TO COMPLY WITH THE TERMS OF AGREEMENT: Buyers agree that if they fail to comply with any of the terms of this agreement, Seller without notice may require Buyers to immediately pay the entire unpaid balance of this agreement, after giving Buyers credit for part of the Finance Charge using the method as for payment of this agreement in full ahead of schedule.

PAYMENT OF AGREEMENT AHEAD OF SCHEDULE: Buyers understand that if they pay the amount due under this agreement in full before the final payment date, part of the Finance Charge will be credited to Buyers according to the Rule of 78ths refund method as prescribed by state law. Buyers agree that in any event the Finance Charge of \$5.00 of the original Amount Financed was \$75.00 or less, or \$75.00 if the original Amount Financed was more than \$75.00.



PAID
5-9-90

ADDITIONAL TERMS

RULES FOR INTERPRETING THIS AGREEMENT: Paragraph headings are for convenient reference only and are not to be interpreted as a complete summary of each paragraph. The word "Buyers" may mean one or more persons who are purchasing goods and/or services from the Seller and financing the purchase by this agreement. The word "Seller" includes any person or corporation to whom this agreement may be sold or assigned. Buyers agree that all of the terms of their agreement with Seller are contained in this written document. Buyers agree that if any part of this agreement should happen to violate an applicable law, all other parts of this agreement shall not be affected. All the terms of this agreement shall be interpreted under the laws of the State of Indiana.

ACTIONS BY SELLER NOT AFFECTING OBLIGATIONS OF BUYERS: Buyers agree that Seller may take any of the following actions at any time and any number of times, without notice, without relieving Buyers of any of their obligations under this agreement: extend the time of payment, postpone or delay collection, take a new promissory note or obligation for or in connection with this agreement, reduce the amount payable under this agreement, change the time or place for payment, change the number of parties to this agreement or the obligations of some of the parties to this agreement, release any security for this agreement, fail to enforce any security interest taken in connection with this agreement, release any party to this agreement from any further obligation, agree not to sue any party for collection of this agreement, or assign this agreement at any time to another person or corporation.

OBLIGATIONS OF BUYERS REGARDING GOODS: Buyers agree that they will keep possession of all goods and not dispose of any of them nor permit or cause any other person to claim any rights in the goods. Buyers agree that any loss of or damage to any goods is at their risk and is their responsibility regardless of the cause of the loss or damage. Buyers agree that if Seller requests, they will make all of the goods available to the Seller at any reasonably convenient place the Seller may designate. Buyers agree to comply with all registration, licensing, tax and title laws applicable to any of the goods.

RIGHTS OF SELLER REGARDING GOODS: Buyers agree that if they fail to fully comply with any of the terms of this agreement, Seller shall have, but will not be limited to, the right, without notice in accordance with state law, to enter any house or other building and on any real estate and to take possession of goods wherever they may be found. Buyers agree that Seller may sell any of the goods for cash or credit and that any notice required shall be reasonable if mailed to them at least 10 days prior to the time of sale or other disposition. Buyers agree that if the information is not available at the time of signing this agreement, Seller may insert identifying numbers or marks of the goods in the space for description of goods on the other side of this document.

TRANSFER OR SALE OF REAL ESTATE: If all or any part of any real estate securing this contract is sold or transferred without Seller's prior written consent, with the exception of certain transfers as set out in any mortgage or deed of trust which secures this contract, Seller, at Seller's option, may declare the entire balance immediately due.

POSTPONEMENT OF PAYMENT DUE DATES: If any Buyer requests permission to delay making one or more payments, Seller may postpone one or more scheduled payment due dates. Buyers agree to pay all charges for postponement of scheduled payment due dates.

ATTORNEY FEES: Buyers agree to pay Seller's reasonable attorney fees after default and referral to an attorney who is not a salaried employee of the Seller or his assignee.

UNIFORM CONSUMER CREDIT CODE: Buyers and Seller agree that this transaction shall be a consumer credit sale subject to the provisions of the Uniform Consumer Credit Code of Indiana.

DISCLAIMERS BY SELLER: Seller shall not be liable for delays or damages caused by strikes, material or labor shortages or other conditions beyond Seller's control. Seller is not responsible for seeking or obtaining any license, permit or authorization to provide the services called for by this agreement. Buyers acknowledge that Seller has made no representations, promises or warranties, express or implied, with regard to the goods and/or services sold under this agreement, except as specified herein.

This Document is the property of

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.

STOP



PAID

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 Union Mortgage Co., Inc. (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 goods and services are not disputed or subject to any set-off, deduction, credit or other claim against the goods and services; 8) that the goods and services are not subject to any set-off, deduction, credit or other claim against the goods and services; 9) that the goods and services are not subject to any set-off, deduction, credit or other claim against the goods and services; 10) that the goods and services are not subject to any set-off, deduction, credit or other claim against the goods and services.

BUYER'S RIGHT TO CANCEL NOTICE: The terms of this agreement are contained on both sides of this page. Signature of Buyer: [Signature] (SEAL) Signature of Seller: [Signature] (SEAL) Buyer's name and mailing address: 300 West Lidge Road, Chicago, Indiana 47003. Seller's name and title: [Signature] (SEAL)