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Access Mortgage & Financial Services, Inc.
4010 Executive Park Drive, Suite 228
Cincinnati, Ohio 45241

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

96009885 INDIAN MORTGAGE 96 FEB 14 AM 9:44

James E. Banks, Unmarried of 2238 OHIO STREET CLEVELAND
(Name & Marital Status: either "unmarried" or "husband & wife") (Street Address)

Gary, Indiana 46407 ("Mortgagor") does (do) hereby Mortgage, grant and
(City) (Zip Code)

convey to First Metropolitan Builders of 300 West Ridge Road
(Name of Contractor) (Street Address)

Gary, Indiana, 46408 ("Mortgagee") the real property in Lake
(City) (State) (Zip Code)

County, Indiana described on Exhibit A attached hereto and hereby made a part hereof.

Mortgagor claims title to the above described property by virtue of an instrument recorded in Deed Book 92
Page 005718 of the Lake County, Indiana, Records.

This Mortgage is given to secure payment of the money due and to become due (including principal, interest, late fees and all other charges and amounts) and the performance of other obligations under a Home Improvement Retail Installment Contract (the "Contract") between Mortgagor and Mortgagee dated 11/3, 19 95, which provides for an "Amount Financed" of \$ 10,058.00, and for 120 consecutive monthly installment payments of \$ 174.74 each, with the full debt, if not paid earlier, due and payable on January 8, 2006. Upon payment of the sums secured by this Mortgage, Mortgagee shall release this Mortgage.

If the premises or any interest therein, legal or equitable, is sold, transferred or conveyed, or if any mechanic's, materialman's, judgment or tax lien is recorded against the premises, then the Contract shall, at the option of the Mortgagee, become immediately due and payable, and this Mortgage may be foreclosed accordingly. If this or any Mortgage covering the premises is in default on or after the date hereof, or if the Contract is in default, then Mortgagee, prior to accelerating, shall mail notice to Mortgagor specifying the default, the action necessary to cure the default, a date by which the default must be cured and that failure to cure the default by such date may result in acceleration of the sums secured by this Mortgage. The notice shall also inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense. If the default is not cured by the date specified in the notice, Mortgagee, at its 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 all expenses incurred in pursuing the remedies provided in this paragraph, including reasonable attorneys' fees and costs of title evidence. Mortgagor waives all rights of valuation and appraisalment.

Mortgagor shall keep the premises insured for its full replacement cost against loss by fire and such other risks as Mortgagee may require for the benefit of Mortgagee and shall reimburse Mortgagee for any insurance premiums paid by Mortgagee upon Mortgagor's default in so insuring the premises. Such expenditures by Mortgagee, if any, shall become additional indebtedness secured hereby. Mortgagor assigns to Mortgagee all insurance proceeds not in excess of the unpaid indebtedness secured hereby, and the Mortgagor directs any insurance company to make payments directly to the Mortgagee.

Mortgagor shall pay all taxes, assessments (both general and special), water rents, other charges for services to the premises, and all amounts due or required on all prior Mortgages, and, in default thereof, Mortgagee may, but shall not be obligated to, pay the same. Such expenditures by Mortgagee shall become additional indebtedness secured hereby.

Any amounts paid by Mortgagee for insurance, taxes, assessments, water rents or other charges, and any amounts paid by Mortgagee on any prior Mortgage of Mortgagor, shall bear interest at the same rate as that provided in the Contract, and shall be paid by Mortgagor upon demand. No building on the premises may be altered, removed or demolished without the prior written consent of Mortgagee, and Mortgagor covenants not to commit or permit waste of any kind upon the premises. This Mortgage shall inure to the benefit of the successors and assigns of Mortgagee and shall be binding upon the heirs, executors, successors and legal representatives of Mortgagor.

IN WITNESS WHEREOF, Mortgagor has executed this instrument this 3rd day of November, 19 95.

Signed and Acknowledged in the Presence of:

Witness Allan Fefferman
Witness Bessie Miazga

Mortgagor James E. Banks
Mortgagor

STATE OF INDIANA, Lake COUNTY :SS

The foregoing instrument was acknowledged before me this 3rd day of November 19 95, by James E. Banks and

My commission expires 11-16-97 Notary Public Felipa Ortiz, Lake County Res.

This instrument prepared by: First Metropolitan Bldrs, 300 W. Ridge Rd.
(Contractor's Name) (Street Address)
Gary, Indiana, 46408
(City) (State) (Zip Code)

CK# 08168 + 08522

ASIN# 96009885

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BANKS

EXHIBIT "A"

SITUATED IN THE CITY OF GARY, COUNTY OF LAKE, STATE OF INDIANA AND IS FURTHER DESCRIBED AS FOLLOWS:

LOT 10, EXCEPT THE NORTH 10 FEET THEREOF, AND LOT 11, EXCEPT THE SOUTH 10 FEET THEREOF, IN BLOCK 26 IN IRONWOOD UNIT "A", IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 21 PAGE 4, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.