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92012232

REAL ESTATE MORTGAGE (INDIANA DIRECT-NOT-FOR-PURCHASE-MONEY)

2-15-92

MORTGAGE DATE

2 - 15 - 92 MO. DAY YEAR

THIS INDENTURE MADE ON THE DATE NOTED ABOVE, BY AND BETWEEN THE PARTIES LISTED BELOW,

Table with 4 columns: MORTGAGOR(S) NAME(S), MORTGAGEE NAME(S), ADDRESS, CITY, COUNTY, STATE. Includes names MARION H. LEWIS and CALUMET NATIONAL BANK, and addresses 14100 JAY STREET and 5231 HOHMAN AVE.

WITNESSETH: That whereas, in order to evidence his just indebtedness to the Mortgagee in the sum of *THIRTY THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND 04/100*** dollars (\$ 30,875.04) for money loaned by the Mortgagee, the Mortgagor(s) executed and delivered their certain Instalment Note & Security Agreement of even date, payable as hereby provided to the order of the Mortgagee in lawful money of the United States of America at the office of the Mortgagee in the City of Hammond, Lake County, Indiana, with attorney's fees, without relief from valuation and appraisal laws, and with interest after maturity, until paid at the rate stated in the Instalment Note & Security Agreement of even date, said indebtedness being payable as follows: In -84- instalments of \$ 367.56 beginning on the 15th day of March 19 92 and continuing on the same day of each and every month thereafter until fully paid.

Now therefore, the Mortgagor(s) in consideration of the money concurrently loaned as aforesaid, and in order to secure the prompt payment of said Instalment Note & Security Agreement, and to better insure the punctual and faithful performance of all and singular the covenants and agreements herein undertaken to be performed by the Morgagor(s), do(es) hereby MORTGAGE and WARRANT unto the Mortgagee, its successors and assigns, all and singular the real estate situate, lying and being in the County of Lake State of Indiana, known and described as follows, to-wit:

PROPERTY DESCRIPTION: The East 100 feet of the west 1059 feet of the South 225 feet of the North 455 feet (except the South 25 feet thereof which is embraced in a public road) of the northwest 1/4 of section 19, township 35 North, range 9 West of the 2nd principal meridian, in Lake County, Indiana. Includes a large red 'STOP' stamp and a circular recording stamp.

together with all and singular the tenements, hereditaments, privileges and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof, and all buildings and improvements thereon, or that may hereafter be placed thereon; also all the fixtures of every kind and nature necessary or proper for the use and maintenance of said real estate and premises that are now or may hereafter be placed thereon; and, also the right, title, interest and estate of the Mortgagor(s) in and to said premises, hereby releasing and waiving all rights under and by virtue of any and all valuation and appraisal laws of the State of Indiana, and all right to retain possession of said premises after any default in payment of the indebtedness hereby secured, or in any part thereof, or breach of any of the covenants or agreements herein contained.

MOREOVER, the Mortgagor(s) expressly covenant(s) and agree(s) with the Mortgagee as follows, to-wit:

800 ck e

STATE OF INDIANA'S S.M.A. LAKE COUNTY FILED FOR RECORD FEB 28 9 57 AM '92 ROBERT (BOB) FREELAND RECORDER

To keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against all hazards with an insurance company authorized to do business in the State of Indiana, acceptable to the Mortgagee, which policy shall contain a loss-payable clause in favor of the Mortgagee as its interest may appear, and if the Mortgagor(s) fail to do so, they hereby authorize Mortgagee to insure or renew insurance on said property in a sum not exceeding the amount of indebtedness of the Mortgagor(s) for a period not exceeding the term of such indebtedness and to charge Mortgagor(s) with the premium thereon, or to add such premium to the indebtedness of the Mortgagor(s), and provided, however, that it shall not be obligatory upon the Mortgagee to advance funds for this purpose.

If Mortgagee elects to waive such insurance, Mortgagor(s) agree to be fully responsible for damage or loss resulting from any cause whatsoever, Mortgagor(s) agree that any sums advanced or expended by Mortgagee for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. Mortgagor(s) further agree: to pay all taxes, assessments, bills for repairs and any other expenses incident to the ownership of the mortgaged property when due in order that no lien superior to that of this mortgage and not now existing may be created against the property during the term of this mortgage, and to pay, when due, all instalments of interest and principal on account of any indebtedness which may be secured by a lien superior to the lien of this mortgage and existing on the date hereof, provided that if Mortgagor(s) fail to make any of the foregoing payments, the Mortgagee, at its discretion, may pay the same on behalf of the Mortgagor(s) and may charge Mortgagor(s) with the amount so paid, adding the same to the indebtedness of the Mortgagor(s), which is secured hereby, and provided, however, that it shall not be obligatory upon the Mortgagee to advance funds for any of the purposes aforesaid; or to inquire into the validity of such taxes, assessments or special assessments or into the necessity of such repairs, to exercise due diligence in the operation, management and occupation of the mortgaged property and improvements thereon, and not to commit or allow waste on the mortgaged premises, and to keep the mortgaged property in its present condition and repair, normal and ordinary depreciation excepted.

If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of any instalments when due, or if the Mortgagor(s) shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or statements of Mortgagor(s) herein contained be incorrect or if the Mortgagor(s) shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then the whole amount hereby secured shall, at the Mortgagee's option, become immediately due and payable, without notice or demand, and shall be collectible in a suit at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, Mortgagee shall be entitled to the immediate possession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings. Mortgagor(s) shall pay all costs, including reasonable attorney's fees, expenses of receivership and any additional expenses which may be incurred or paid by Mortgagee in connection with any suit or proceeding to which it may be a party by reason of the execution or existence of this mortgage and in the event of foreclosure of this mortgage, Mortgagor(s) will pay to Mortgagee, in addition to taxable costs, a reasonable fee for the search made and preparation for such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in a condition to be sold.

No failure on the part of the Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenant, and no delay on the part of the Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns of the parties hereto.

STATE OF INDIANA, }
COUNTY OF LAKE } SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 15th

IT WITNESSES WHEREOF, said Mortgagor(s) hereunto set hand and seal the day and year first above written

February 19 92

personally appeared Marion H. Lewis

Marion H. Lewis (Seal)

(Seal)

(Seal)

and acknowledged the execution of the above and foregoing mortgage.

Witness my Signature and Seal

Kimberly A. Janecek
Notary Public

My Commission Expires
September 15, 1995

(Seal)

D
E
L CALUMET NATIONAL BANK
I P.O. BOX 69
V HAMMOND, IN 46325
E INSTALMENT LOAN DEPT.
R
Y

THIS INSTRUMENT PREPARED BY: Christian P. Hendron, Installment Loan Officer

91-0688

INDIANA STATE BOARD OF HEALTH

CERTIFICATE OF DEATH

Local No.

State No.

TYPE/PRINT IN PERMANENT BLACK INK

1 DECEASED—NAME (First Middle Last) Bernice M. Lewis		2 SEX Female	3a TIME OF DEATH 5:00 A.	3b DATE OF DEATH (Month Day Year) September 16, 1991
4 SOCIAL SECURITY NUMBER 269-36-6152	5a AGE—Last Birthday (Years) 55	5b LIFETIME YEAR Months Days	5c LIFETIME DAY Hours Minutes	6 DATE OF BIRTH (Month Day Year) Jun. 12, 1936
7 BIRTHPLACE (City and State or Foreign Country) Isonville, Kentucky	8a WAS DECEDENT A U.S. VETERAN? NO			
8b YEAR LAST SERVED IN U.S. ARMED FORCES N/A	8c PLACE OF DEATH (Check only one. See instructions) HOSPITAL <input type="checkbox"/> Inpatient <input type="checkbox"/> FR. Outpatient <input type="checkbox"/> D.O.A. <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> Residence <input type="checkbox"/> Nursing Home <input type="checkbox"/> Other (Specify)			
9a FACILITY NAME (If not institution give street and number) 3696 Colfax		9b CITY/TOWN OR LOCATION OF DEATH Gary		9c COUNTY OF DEATH Lake
10 MARITAL STATUS (Specify) Married	11 SURVIVING SPOUSE (If wife, give maiden name) Marion Lewis	12a DECEASED'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) Home Maker		12b KIND OF BUSINESS/INDUSTRY Own Home
13a RESIDENCE—STATE Indiana	13b COUNTY Lake	13c CITY/TOWN OR LOCATION Gary		13d STREET AND NUMBER 3696 Colfax
13e ZIP CODE 46406	13f INSIDE CITY LIMITS <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	14 CITIZEN OF WHAT COUNTRY? U.S.A.	15 WAS DECEDENT OF HISPANIC ORIGIN? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If yes specify Cuban, Mexican, Puerto Rican, etc.)	16 RACE—American Indian, Black, White, etc. (Specify) White
17 DECEASED'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (1-12) 8		College (1-4 or 5+)		
18 FATHER'S NAME (First Middle Last) Orville Burton		19 MOTHER'S NAME (First Middle Maiden Surname) Florence Stevens		
20a INFORMANT'S NAME (Type/Print) Marion Lewis		20b MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) 3696 Colfax Gary, Indiana		20c Relationship Husband
21a METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Entombment <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify)		21b DATE AND PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) September 18, 1991 Calumet Park Cemetery		21c LOCATION—City or Town, State Merrillville, Indiana
22a EMBALMERS NAME Raymond White		22b EMBALMERS LICENSE NO. FDO 8700086		23 WAS DEATH REPORTED TO CORONER? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
24a SIGNATURE OF FUNERAL DIRECTOR <i>[Signature]</i>		24b LICENSE NUMBER (of License) FDO 1014511		25 NAME, ADDRESS AND LICENSE NUMBER OF FUNERAL HOME Kuiper Funeral Home 9039 Kleinman Rd. Highland, Indiana FDH 300-7500
26 PART I Enter the disease, injuries, or complications that caused the death. Do not enter nonspecific terms, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.				
IMMEDIATE CAUSE (Final disease or condition resulting in death) Acute myocardial infarction		Approximate Interval Between Onset and Death years		
DUE TO (OR AS A CONSEQUENCE OF) Atherosclerotic heart disease				
CONDITIONS IF ANY, WHICH GAVE RISE TO THE IMMEDIATE CAUSE, STATING THE UNDERLYING CAUSE LAST				
PART II Other significant conditions - Conditions contributing to death but not previously stated in Part I Type II diabetes mellitus				
27 WAS DECEDENT PREGNANT OR 90 DAYS POSTPARTUM? (Yes or no) NO		28a WAS AN AUTOPSY PERFORMED? (Yes or no) NO		28b WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? (Yes or no)
29a CERTIFIER (Check only one) <input checked="" type="checkbox"/> CERTIFYING PHYSICIAN: To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) as stated. <input type="checkbox"/> HEALTH OFFICER: On the basis of examination and/or investigation, in my opinion death occurred at the time, date, and place and due to the cause(s) as stated. <input type="checkbox"/> CORONER: On the basis of examination and/or investigation, in my opinion death occurred at the time, date, and place and due to the cause(s) and manner as stated.				
29b SIGNATURE AND TITLE, CERTIFIER Mary E. Mendus, D.O.		29c MEDICAL LICENSE NO. 02001023		29d DATE SIGNED (Month Day Year) 9-16-91
30 NAME AND ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (ITEM 26) (Type/Print) 9167 Wicker Ave. St. John, IN 46373, Mary E. Mendus, D.O.				
31 HEALTH OFFICER'S SIGNATURE <i>[Signature]</i>				32 DATE FILED (Month Day Year) SEP. 16 1991
33 MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Could not be Determined <input type="checkbox"/> Homicide		34a DATE OF INJURY (Month Day Year)	34b TIME OF INJURY	34c INJURY AT WORK? (Yes or no)
34d DESCRIBE HOW INJURY OCCURRED		34e PLACE OF INJURY—At home, farm, street, factory, office, building, etc. (Specify)		
34f LOCATION (Street and Number or Rural Route Number, City or Town, State)				
34g DATE PRONOUNCED DEAD (Month Day Year)		34h MOTOR VEHICLE ACCIDENT? (Yes or no) If yes, specify driver, passenger, pedestrian, etc.		



DECEDENT

PARENTS

INFORMANT

DISPOSITION

CAUSE OF DEATH

CERTIFIER

HEALTH OFFICER

CORONER USE ONLY



CERTIFIED BY:

Alvina E. Foster

HEALTH COMMISSIONER
CITY OF GARY, IND.

DATE _____

SEP. 16 1991