

Ret. to V.O.

93084114

AFFIDAVIT

THE UNDERSIGNED, FRED L. KYLE, SR., BEING THE OWNER OF THE REAL ESTATE DESCRIBED AS FOLLOWS:

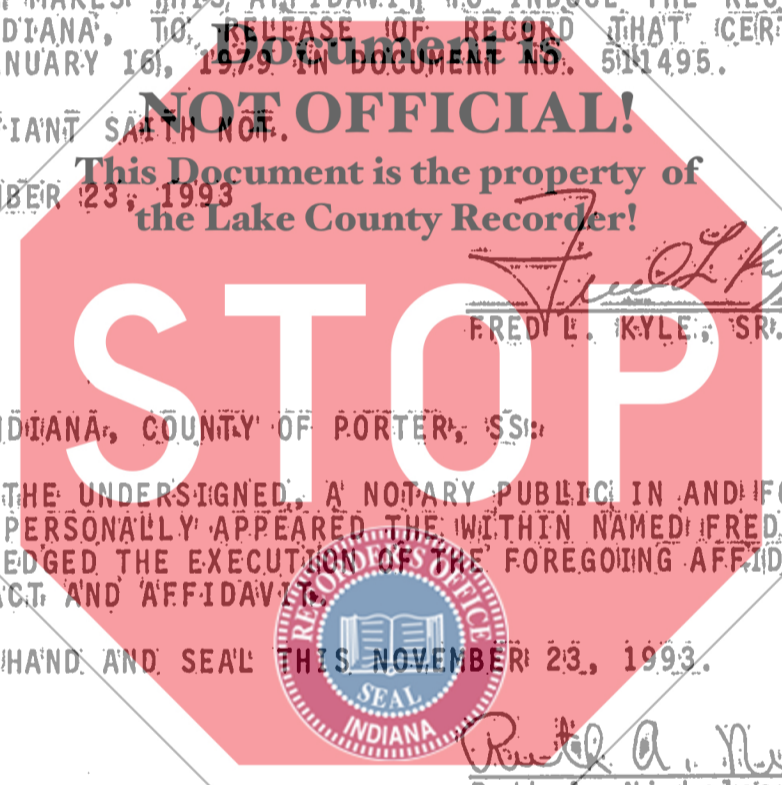
LOT 27, BLOCK "B", INLAND MANOR SECOND SUBDIVISION, AS PER PLAT THEREOF, RECORDED IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

DOES HEREBY AFFIRM THAT A CERTAIN MORTGAGE DATED AUGUST 17, 1978 AND RECORDED JANUARY 16, 1979 IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, AS DOCUMENT NO. 511495, MADE BY FRED L. KYLE, SR., TO SEAWAY NATIONAL BANK OF CHICAGO, HAS BEEN FULLY PAID AND SATISFIED AS EVIDENCED BY THE ORIGINAL RETAIL INSTALLMENT CONTRACT STAMPED PAID, AND THE ORIGINAL MORTGAGE STAMPED PAID, AND ATTACHED HERETO.

THE AFFIANT MAKES THIS AFFIDAVIT TO INDUCE THE RECORDER OF LAKE COUNTY, INDIANA, TO RELEASE OF RECORD THAT CERTAIN MORTGAGE RECORDED JANUARY 16, 1979 IN DOCUMENT NO. 511495.

FURTHER AFFIANT SAITH NOT.

DATED NOVEMBER 23, 1993  
This Document is the property of the Lake County Recorder!



FRED L. KYLE, SR.

STATE OF INDIANA, COUNTY OF PORTER, SS:

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE WITHIN NAMED FRED L. KYLE, SR., WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING AFFIDAVIT TO BE HIS VOLUNTARY ACT AND AFFIDAVIT.

WITNESS MY HAND AND SEAL THIS NOVEMBER 23, 1993.

Ruth A. Nicholson  
Ruth A. Nicholson  
Resident of Porter County, IN

My Commission expires 9/25/96

This instrument prepared by Fred L. Kyle, Sr.

17 596/

Dec 14 1993  
FILED  
LAKE COUNTY, INDIANA

TIGOR TITLE INSURANCE  
STATE OF Crown Point, Indiana

1700  
11-30-93



SEAWAY

September 25 1984

Fred L. Kyle Sr.  
Katherine L. Kyle  
3101 South Union  
Gary, Indiana 46409

**Document is  
NOT OFFICIAL!**

**This Document is the property of  
the Lake County Recorder!**

Dear Customer:

Enclosed are documents you will want to keep for future reference, in connection with your paid loan.

Let me take this occasion to thank you for giving us the opportunity to serve you.

Sincerely,

Instalment Loan Department  
R. E. LESLIE



XX Canceled Note

XX Mortgage Paper (s)

     Insurance Policy

     Other Collateral

     Security Agreement

     Retail Instalment Contract

     Satisfied Certificate of Title

REL/

**SEAWAY NATIONAL BANK OF CHICAGO**  
**CHICAGO, ILLINOIS**  
**RETAIL INSTALLMENT CONTRACT - Home Improvement**

Seller's Name and Address <i>Pelle Contract Inc</i>	Contract No.
Buyer's Name and Address <i>Fred Kuthenker, Kyle 310 S. Union St</i>	Approved By

The seller hereby sells, and the buyer (meaning all undersigned buyers, jointly and severally) hereby purchases, subject to the terms set forth below and upon the reverse side hereof, the following described goods and services, which are for  personal or family use or  business use and which are to be furnished or used in the modernization, rehabilitation, repair, alteration or improvement of the real property located at the buyer's address given above or at

Description of Goods and Services:	Street	City	County	State	Zip Code
<i>Coverall siding, 4.5" x 9.5" x 24" x 48" x 96" x 144"</i>	<i>Wentworth</i>	<i>Chicago</i>	<i>Cook</i>	<i>Ill</i>	<i>60618</i>
<i>Wentworth opening, 9.5" x 24" x 48" x 96" x 144"</i>					
<i>Rehabilitate bath room, 6.5" x 6.5" x 6.5" x 6.5" x 6.5" x 6.5"</i>					
<i>2 Floor H. Bricks</i>					

and which may be more fully described in a proposal prepared by the seller, and accepted by the buyer, a copy of which has been delivered to the buyer prior to the execution of this contract.

**DISCLOSURE STATEMENT**

1. Cash Price	\$ 7480.00
Cash Down Payment:	
On Date of Contract	\$ -0-
On Delivery of Material	\$ -0-
On Completion	\$ -0-
Trade-in	\$ -0-
2. Total Down Payment	\$ -0-
3. Unpaid Balance of Cash Price (No. 1 - No. 2)	\$ 7480.00
Other Charges:	
Credit Life Insurance	\$ -0-
Credit Disability Insurance	\$ -0-
Other (Describe)	\$ -0-
4. Total Other Charges	\$ -0-
5. Unpaid Balance and	
Amount Financed (No. 3 + No. 4)	\$ 7480.00
<b>FINANCE CHARGE</b>	\$ 3639.92
Other (Describe)	\$ -0-
6. <b>TOTAL FINANCE CHARGE</b>	\$ 3639.92
7. Total of Payments (No. 5 + No. 6)	\$ 11,119.92
8. Deferred Payment Price (No. 1 + No. 4 + No. 6)	\$ 11,119.92
9. <b>ANNUAL PERCENTAGE RATE</b>	12.00%

Buyer promises to pay the TOTAL OF PAYMENTS shown herein to Seller in 183 installments of \$ 132.38 each and a final installment of \$ 132.38, beginning 45 days after completion date as indicated on the Completion Certificate and continuing on the same day of each successive month thereafter until paid in full. Guarantor, if any, guarantees the collection of the above described "Total of Payments" and any other indebtedness due hereon upon failure of the Seller to collect the above amount from the Buyer on the date of completion. Buyer authorizes Seller to insert the due date of the installment on the Seller's counterpart of this contract after Buyer signs the

Completion Certificate. Due date of first installment is \_\_\_\_\_.

**ACCELERATION:** If Buyer shall default in the payment of any installment of the Total of Payments when due, or in the event of bankruptcy of Buyer, or the theft, substantial damage to, sale, encumbrance, removal, attachment, forfeiture or levy upon the goods, which event of default shall continue for at least 30 days, or if Buyer shall abandon or destroy the goods, or if holder has reasonable cause to believe that Buyer is about to leave the State, holder may declare all installments of the Total of Payments immediately due and payable without notice or demand. In the event of acceleration, Buyer shall be credited with the same rebate of unearned finance charge as for voluntary prepayment.

**SECURITY INTERESTS:** Seller retains and shall have a purchase money security interest in the above described goods, together with all accessories, parts and equipment attached thereto and all accessions, until the Total of Payments and all other indebtedness of Buyer hereunder are paid in full. Buyer grants holder the right of set-off or lien on any deposit or sum now or hereafter owed by holder to Buyer. A security interest in the real and personal property of Buyer and Guarantor (if any) is created by the confession of judgment clause herein. Seller acquires a mechanics lien for services, material and labor furnished to repair, build upon, improve, alter or ornament Buyer's real property.

**DELINQUENCY CHARGES:** Buyer agrees to pay a delinquency charge on each installment in default for a period of not less than 10 days, in an amount of the lesser of 5% of the installment or \$5.00. In addition, Buyer agrees to pay reasonable attorneys' fees incurred by Seller in the collection or enforcement of this contract.

**REBATE FOR PREPAYMENT:** In the event of prepayment of the contract in full at any time before maturity of the final installment, Buyer shall receive a statutory rebate of unearned Finance Charge equal to that proportion of the original Finance Charge, less an acquisition cost of \$12, as the sum of the periodical time balances beginning with the next payment period bears to the sum of all of the periodical time balances under the schedule of installment payments in this contract. This statutory computation employs the "sum of the digits" method, also known as the "Rule of 78ths". No rebate of less than \$1 will be made. Use of the statutory method of computation will result in a rebate that is less than a proration of the Finance Charge for the period after date of prepayment. The difference may be construed as a penalty for prepayment.

**CONFESSION OF JUDGMENT:** The undersigned Buyers and Guarantors, jointly and severally, hereby authorize irrevocably any attorney of any court of record to appear for them and each or any of them in such court in term time or vacation, after default hereon and to confess a judgment without process in favor of the holder hereof for such amount as may appear unpaid hereon, together with costs of suit and reasonable attorneys' fees and to release and waive all errors that may intervene and consent to immediate execution thereon.

**INSURANCE AGREEMENT**

Property Insurance may be required by Seller. Buyer may choose the person through whom the insurance is to be obtained; if such insurance is to be obtained through Seller, the cost for the term of the credit will be \$ \_\_\_\_\_.

Credit Insurance is not required by Seller nor is it a factor in approval of the extension of credit. No credit insurance is to be provided unless the Buyer signs the appropriate authorization below. Group Credit Insurance is available for the term of the credit at the following costs:

Credit Life Insurance \$ _____	Credit Disability Insurance \$ _____
I desire Credit Life and Disability Insurance.	I desire Credit Life Insurance only.
	I DO NOT want Credit Life or Disability Insurance.
(Date) _____ (Signature) _____	(Date) _____ (Signature) _____
(Date) _____ (Signature) _____	(Date) _____ (Signature) _____

**NOTICE OF PROPOSED GROUP CREDIT LIFE INSURANCE**

If a charge is made in item (4) above for credit life insurance and if such insurance is to be procured by assignee, the undersigned takes notice that decreasing term insurance written under a Group Credit Life Insurance Policy is to be purchased on the life of the Buyer whose signature first appears below, unless a different credit



statutory rebate of unearned Finance Charge equal to that proportion of the original Finance Charge as the sum of all of the periodical time balances beginning with the next payment period bears to the sum of all of the periodical time balances under the schedule of installment payments in this contract. This statutory computation employs the "sum of the digits" method, also known as the "Rule of 78ths". No rebate of less than \$1 will be made. Use of the statutory method of computation will result in a rebate that is less than a proration of the Finance Charge for the period after date of prepayment. The difference may be construed as a penalty for prepayment.

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Credit Insurance is not required by Seller nor is it a factor in approval of the extension of credit. No credit insurance is to be provided unless the Buyer signs the appropriate authorization below. Group Credit Insurance is available for the term of the credit at the following costs:

Credit Life Insurance \$ \_\_\_\_\_ I desire Credit Life and Disability Insurance.  
 Credit Disability Insurance \$ \_\_\_\_\_ I desire Credit Life Insurance only.  
 I DO NOT want Credit Life or Disability Insurance.

(Date) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_ (Signature) \_\_\_\_\_  
 (Date) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_ (Signature) \_\_\_\_\_



**NOTICE OF PROPOSED GROUP CREDIT LIFE INSURANCE**  
 If a charge is made in Item (4) above for credit life insurance and if such insurance is to be procured by assignee, the undersigned takes notice that decreasing term insurance written under a Group Credit Life Insurance Policy is to be purchased on the life of the Buyer whose signature first appears below, (unless joint credit life insurance has been requested), subject to acceptance by the insurer and issuance of a certificate by \_\_\_\_\_ (Insurer).

(Home Office Address) \_\_\_\_\_ The amount of premium is shown on Item (4) above. The term of insurance will commence on the date finance charge begins to accrue and expire on the originally scheduled maturity date of the indebtedness. The initial amount of insurance will be equal to the initial indebtedness and will decrease as any payment is made on the indebtedness in an amount computed by multiplying the amount of the payment by the ratio of initial insurance over the initial indebtedness. The proceeds of any insurance paid will be applied to reduce or extinguish the indebtedness. If insurance is terminated prior to the scheduled maturity date of the indebtedness, any premium refund will be paid or credited promptly to the person entitled thereto. Refund formula is on file with the Director of Insurance and with creditor. All of the foregoing is subject to the provisions of the certificate of insurance to be issued. SIGNATURE BELOW \_\_\_\_\_

**BUYER AGREES THAT THE PROVISIONS ON THE REVERSE SIDE HEREOF SHALL CONSTITUTE A PART OF THIS RETAIL INSTALLMENT CONTRACT AND BE INCORPORATED THEREIN.**

**NOTICE TO THE BUYER:** 1. Do not sign this agreement before you read it or if it contains any blank spaces; (Except the due date of the first installment); 2. You are entitled to an exact copy of the agreement you sign; 3. Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the finance charge.

**NOTICE: 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.**

Buyer acknowledges receipt of a fully completed copy of this contract executed by both Seller and Buyer. Guarantor, if any, acknowledges receipt of completed copies of this contract and of Explanation of Guarantor's Obligation.

Dated: 8/19/1978  
 Seller: Retail Consumer Co INC  
 By: J. D. Kelly, President  
 Buyer: [Signature]  
 Buyer: [Signature] (Parent or Spouse)  
 Guarantor: \_\_\_\_\_

I, hereby guarantee the collection of the above described amount upon failure of the seller named herein to collect said amount from the buyer named herein.

Chg. 4-4th Seaway

Bank, 645 E. 87th Street, Chicago, Ill. 60619

MORTGAGE - STATUTORY FORM

FORM NO. 100  
September, 1975

GEORGE E. COLE  
LEGAL FORMS

511495

CHICAGO TITLE

THE MORTGAGOR Fred L. Kyle, Sr.  
of the City of Chicago in the County of Cook and  
State of Illinois, Mortgage and Warrant s. to Seaway National  
Bank of Chicago

of the City of Chicago County of Cook and  
State of Illinois, to secure the payment of One certain promissory  
note, executed by Fred L. Kyle, Sr.

bearing even date herewith, payable to the order of Seaway National Bank of Chicago  
for a total amount of \$11,119.92, payable in 84 monthly installments of  
\$132.38, beginning on September 30, 1978 and if not paid sooner due  
August 30, 1985.

the following described real estate, to-wit: 310 S. Union  
Gary, Indiana  
This Document is the property of  
the Cook County Recorder  
Lot 27 Block B Inland Manor Second Addition to Gary. The zoning is R2  
(single family dwelling).



WILLIAM B. DELSKI, JR.  
RECORDER

79 JUN 16 AM 9 25

STATE OF ILLINOIS  
JAMES COOPER  
FILED



SEAWAY NATIONAL BANK OF CHICAGO

situated in the County of Cook in the State of Illinois,  
hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated this Seventeenth day of August 19 78

Fred L. Kyle, Sr. (SEAL)  
FRED L. KYLE, SR.  
Katherine L. Kyle (SEAL)  
KATHERINE L. KYLE

This instrument was prepared by  
645 E. 87th St.  
J. Rivera Chicago, IL 60619  
(NAME AND ADDRESS)

(SEAL)  
(SEAL)

STATE OF Indiana )  
 )  
COUNTY OF Lake ) ss.

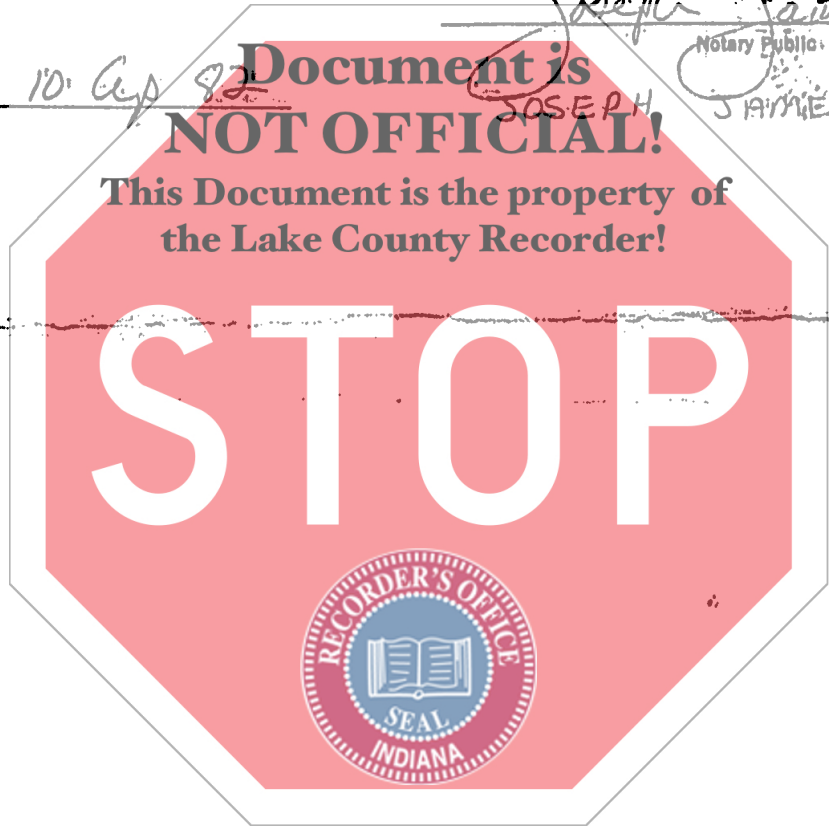
I, Joseph James Rivera, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mr. Fred L. Kyle Sr. & Mrs. Katherine J. Kyle personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day, in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this Aug 17<sup>th</sup> day of 1978

(Impress Seal Here)

Commission Expires 10 Aug 82

Joseph James Rivera  
Notary Public  
JOSEPH JAMES RIVERA



*Handwritten initials: R.S. & J.F.*

Box

**Real Estate Mortgage**  
Statutory Form.

TO

Seaway National Bank

645 E. 87th St.

Chicago, IL 60619

MAIL TO:

GEORGE E. COLE  
LEGAL FORMS