

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

97 DEC -1 AM 10:06

MORRIS W. CARTER

97081430



Mortgage (Installment Loan) - Indiana - NBD Bank, N.A.

This Mortgage is made on NOVEMBER 21, 1997, between the Mortgagor,

ROSE L. HIRELES

whose address is 1529 HOWARD CT, HOBART, IN 46342 and the Mortgagee, NBD Bank, N.A.,

a national banking association, whose address is ONE INDIANA SQUARE, 7152, INDIANAPOLIS, IN 46266.

(A) Definitions.

- (1) The words "Borrower" means each person, who signed the loan agreement described below under "Security".
- (2) The words "Mortgagor", "you" or "yours" mean each Mortgagor, whether single or joint, who signs below.
- (3) The words "we", "us", "our" and "Bank" mean the Mortgagee and its successors or assigns.
- (4) The word "Property" means the land described below. Property includes all buildings and improvements now on the land or built in the future. Property also includes anything attached to or used in connection with the land or attached or used in the future, as well as proceeds, rents, income, royalties, etc. Property also includes all other rights in real or personal property you may have as owner of the land, including all mineral, oil, gas and/or water rights.

(B) Security.

As security for a loan agreement dated 11/21/97 for credit in the TOTAL AMOUNT of \$ 20,000.00, including all extensions, amendments, renewals, modifications, refinancings and/or replacements of that loan agreement; you mortgage and warrant to us, subject to liens of record, the Property located in the TOWNSHIP of HOBART, LAKE County, Indiana, described as:

LOT 181, GLEN WOOD ADDITION UNIT #7, IN THE CITY OF HOBART, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 43, PAGE 33, IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA

(C) Mortgagor's Promises. You promise to:

- (1) Perform all duties of this Mortgage.
- (2) Pay all taxes, assessments and liens that are assessed against the Property when they are due. If you do not pay the taxes, assessments or liens, we can pay them, if we choose, and add what we have paid to the amount owed us under the loan agreement, with interest, to be paid as provided in the loan agreement.
- (3) Not execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against your interest in the property without our prior written consent, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage.
- (4) Keep the Property in good repair and not damage, destroy or substantially change the Property.
- (5) Keep the Property insured against loss or damage caused by fire or other hazards with an insurance carrier acceptable to us. The insurance policy must be payable to us and name us as Insured Mortgagee for the amount of the loan. You must deliver a copy of the policy to us if we request it. If you do not obtain insurance, or pay the premiums, we may do so and add what we have paid to the amount owed us under the loan agreement with interest to be paid as provided in the loan agreement. At our option, the insurance proceeds may be applied to the balance of the loan, whether or not due, or to the rebuilding of the Property.
- (6) Keep the Property covered by flood insurance if it is located in a specially designated flood hazard zone.

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NBD Men.

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(D) **Environmental Condition.** You shall not cause or permit the presence, use, disposal or release of any hazardous substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or release of any hazardous substance on the Property. If you are notified by any governmental or regulatory authority that any removal or other remediation of any hazardous substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws.

(E) **Default.** If you do not keep the promises you made in this Mortgage or if Borrower fails to meet the terms of the loan agreement, you will be in default. If you are in default, we may use any of the rights or remedies stated in the loan agreement including, but not limited to, those stated in the Default, Remedies on Default, and/or Reducing the Credit Limit paragraphs or as otherwise provided by applicable law. If we accelerate the outstanding balance and demand payment in full, you give us the power and authority to sell the property according to procedures allowed by law. The proceeds of any sale will be applied first to any costs and expenses of the sale, including the costs of any environmental investigation or remediation paid for by us, then to

reasonable attorney's fees and then to the amount owed us under the loan agreement.

(F) **Due on Sale.** If you sell or transfer all or any part of the Property or any interest in the Property without our prior written consent, the entire balance of what is owed us under the loan agreement is due immediately.

(G) **Eminent Domain.** In the event of any taking under the power of eminent domain, you assign the entire proceeds of any award or payment and any interest to us.

(H) **Other Terms.** We do not give up any of our rights by delaying or failing to exercise them at any time. Our rights under the loan agreement and this Mortgage are cumulative. You will allow us to inspect the Property on reasonable notice. This shall include the right to perform any environmental investigation that we deem necessary and to perform any environmental remediation required under environmental law. Any investigation or remediation will be conducted solely for our benefit and to protect our interests. If any term of this Mortgage is found to be illegal or unenforceable, the other terms will still be in effect. We may, at our option, extend the time of payment of any part or all of the indebtedness secured by this Mortgage, reduce the payments or accept a renewal note, without the consent of any junior lienholder. No such extension, reduction or renewal shall impair the lien or priority of this Mortgage, nor release or discharge this Mortgage.

By Signing Below, You Agree to All the Terms of This Mortgage.

X Rose L. Mireles - Sally A. Horonec P.O.A. X _____
Mortgagor Mortgagor
ROSE L MIRELES

STATE OF INDIANA)
COUNTY OF Lake)
The foregoing instrument was acknowledged before me on this 21ST day of NOVEMBER 1997,
by ROSE L MIRELES, By Sally A. Horonec - POA, Mortgagors.

Drafted by:
GREGORY A GORDON
ONE INDIANA SQUARE, SUITE M1304
INDIANAPOLIS, IN 46266

X Sherry L. Fishero
SHERRY L. FISHERO
Notary Public, Lake County, Indiana
My Commission Expires: 07/20/01
My County of Residence: PORTER

When recorded, return to:
NBD - HOME EQUITY CENTER
ONE INDIANA SQUARE, SUITE M1304
INDIANAPOLIS, IN 46266

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Merrillville, In. 46180

THIS FORM HAS BEEN PREPARED FOR USE WITHIN THE STATE OF INDIANA. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS, AND INSERTION OF SPECIAL CLAUSES, MAY CONSTITUTE THE PRACTICE OF LAW AND SHOULD ONLY BE DONE BY A LAWYER.

POWER OF ATTORNEY

OF

ROSE LOPEZ MIRELES
PRINCIPAL

TO

SALLY ANN HRONEC
ATTORNEY IN FACT

made under Indiana Code 30-5, as it may be amended, or replaced (the "Statute")

I, as principal, designate and name the person whose name appears above to be my attorney in fact.

A. Powers. According to the Statute, an attorney in fact has a power granted under IC 30-5 if the power of attorney incorporates the power. Therefore, by referring to the language of the Statute describing powers, this Power of Attorney incorporates into it the powers here listed and confers general authority with respect to the

- real property transactions; [IC 30-5-5-2]
- tangible personal property transactions; [IC 30-5-5-3]
- bond, share, and commodity transactions; [IC 30-5-5-4]
- banking transactions; [IC 30-5-5-5]
- business operating transactions; [IC 30-5-5-6]
- insurance transactions; [IC 30-5-5-7]
- beneficiary transactions; [IC 30-5-5-8]
- gift transactions; [IC 30-5-5-9]
- fiduciary transactions; [IC 30-5-5-10]
- claims and litigation; [IC 30-5-5-11]
- family maintenance; [IC 30-5-5-12]
- benefits from military service; [IC 30-5-5-13]
- records, reports, and statements; [IC 30-5-5-14]
- estate transactions; [IC 30-5-5-15]
- all other matters. [IC 30-5-5-19]

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SAM ORLICH
AUDITOR LAKE COUNTY

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STATE OF INDIANA
LAKE COUNTY
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[Note: Though the Statute grants powers with respect to health care [IC 30-5-5-16 and IC 30-5-5-17] and delegation [IC 30-5-5-18], this Power of Attorney does not include them. Health care can be provided in a separate power of attorney concerning health care.]

Any power I do not wish to incorporate into this Power of Attorney I have deleted by lining out and writing my initials opposite the deletion. Any power to be modified or added I have modified or added as follows: (and have verified by writing my initials in the space provided here in the margin).

IN FURTHERANCE OF THESE POWERS, I give my attorney in fact power to act on my behalf and to do for me and in my name those things which such attorney deems expedient to and necessary to effectuate the intent of this Power of Attorney, as fully as I could do for myself.

B. Reservation of Power to Act and to Revoke. I reserve unto myself, however, the power to act on my own behalf and also to revoke or amend this Power of Attorney.

C. Chapters of Statute Also Applicable. The following chapters of the Statute also apply to this Power of Attorney and acts performed under it:

- Definitions [IC 30-5-2]
- General Provisions [IC 30-5-3]
- Duties [IC 30-5-6]
- Reliance [IC 30-5-8]
- Liabilities [IC 30-5-9]
- Termination [IC 30-5-10]

D. Liability of Attorney in Fact. As permitted by IC 30-5-9-5, I, as principal, specifically provide that my attorney in fact is liable only if my attorney in fact acts in bad faith.

E. Reliance on Power of Attorney. In addition to provisions of the Statute regarding reliance, the holding institution(s) named in this Paragraph E and the banking institution named in Paragraph F may rely on this Power of Attorney being in effect unless I shall have executed a proper instrument revoking or changing it and delivered such instrument, or caused it to be delivered, to such person(s):

| Holding Institution | Type of Account | Account Number |
|--|-------------------------------|--------------------------|
| <u>Bank One</u> | <u>Savings Account</u> | <u>881-569-B</u> |
| <u>NBD Bank</u> | <u>Savings Account</u> | <u>185050284545</u> |
| <u>American Express Financial Advisers</u> | <u>IDS Bond Fund</u> | <u>#13438158571002</u> |
| | <u>IDS Life Flexible Ann.</u> | <u>#093003014103004</u> |
| | <u>IRA</u> | <u>#0011238158577002</u> |

All other persons to whom this Power of Attorney may be delivered may rely on its being in effect unless I shall have executed a proper instrument revoking or changing it and recorded such instrument, or caused it to be recorded, in the Office of the Recorder of LAKE County, State of Indiana.

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This document not valid unless stamped on reverse side and embossed with raised seal of Porter County

CERTIFICATE OF DEATH

HEALTH DEPARTMENT
155 Indiana Ave.
Suite 104
Valparaiso, IN 46383

THE RECORDS IN THIS SERIES ARE CONFIDENTIAL PER IC 16-1-10-3

TYPE/PRINT
IN
PERMANENT
BLACK INK

DECEDENT

PARENTS

INFORMANT

DISPOSITION

USE OF
ATH

CERTIFIER

HEALTH
ICER

| | | | | | | |
|--|---|--|---|---|--|---|
| 1. DECEASED—NAME (First, Middle, Last) Simon V. Mireles | | | | 2. SEX Male | 3a. TIME OF DEATH 6:55 A M | 3b. DATE OF DEATH (Month, Day, Year) July 8, 1997 |
| 4. SOCIAL SECURITY NUMBER 313-12-5850 | 5a. AGE—Last Birthday (Years) 72 | 5b. UNDER 1 YEAR Months Days | 5c. UNDER 1 DAY Hours Minutes | 6. DATE OF BIRTH (Month, Day, Year) January 5, 1925 | 7. BIRTHPLACE (City and State or Foreign Country) Green Bay, Wisconsin | |
| 8a. WAS DECEDENT A U.S. VETERAN? Yes | 8b. YEAR LAST SERVED IN U.S. ARMED FORCES? 1946 | 9a. PLACE OF DEATH (Check only one. See instructions) <input checked="" type="checkbox"/> HOSPITAL <input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA | | 9b. OTHER <input type="checkbox"/> Nursing Home <input type="checkbox"/> Other (Specify) <input type="checkbox"/> Residence | | |
| 9c. FACILITY NAME (If not institution, give street and number) Porter Memorial Hospital | | | 9d. CITY, TOWN OR LOCATION OF DEATH Valparaiso | 9e. COUNTY OF DEATH Porter | | |
| 10. MARITAL STATUS (Specify) Married | 11. SURVIVING SPOUSE (If wife, give maiden name) Rose L. Ramos | 12a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) Registered Pharmacist | | 12b. KIND OF BUSINESS/INDUSTRY Pharmacy | | |
| 13a. RESIDENCE—STATE Indiana | 13b. COUNTY Lake | 13c. CITY, TOWN OR LOCATION Hobart | 13d. STREET AND NUMBER 1529 Howard Court | | | |
| 13e. ZIP CODE 46342 | 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 type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If yes, specify Cuban, Mexican, Puerto Rican, etc.) Mexican | 16. RACE—American Indian, Black, White, etc. (Specify) White | 17. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (9-12) +6 College (1-4 or 5+) | |
| 18. FATHER'S NAME (First, Middle, Last) Dimas Mireles | | | 18. MOTHER'S NAME (First, Middle, Maiden Surname) Guadalupe Villalobos | | | |
| 20a. INFORMANT'S NAME (Type/Print) Rita M. Bombassaro | | | 20b. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) 3880 Baldwin Avenue, Lafayette, Indiana 47905 | | 20c. Relationship Daughter | |
| 21a. METHOD OF DISPOSITION <input type="checkbox"/> Burial <input checked="" 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) July 12, 1997 Calumet Park Cemetery | | 21c. LOCATION—City or Town, State Merrillville, Indiana | | |
| 22a. EMBALMER'S NAME Robert A. Craig, Jr. | | 22b. EMBALMER'S LICENSE NO. FD08700735 | | 22c. WAS DEATH REPORTED TO CORONER? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | | |
| 24a. SIGNATURE OF FUNERAL DIRECTOR <i>Robert A. Craig, Jr.</i> | | 24b. LICENSE NUMBER (of License) FD08700735 | 25. NAME, ADDRESS, AND LICENSE NUMBER OF FUNERAL HOME Geisen Funeral Home, Inc. #FH8300776 7905 Broadway, Merrillville, IN 46410 | | | |
| 26. PART I. Enter the disease, injuries, or conditions 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. Approximate Interval Between Onset and Death | | | | | | |
| IMMEDIATE CAUSE (Final disease or condition resulting in death) Cardiopulmonary arrest | | | | | | |
| DUE TO (OR AS A CONSEQUENCE OF) Coronary artery disease | | | | | | |
| DUE TO (OR AS A CONSEQUENCE OF) | | | | | | |
| DUE TO (OR AS A CONSEQUENCE OF) | | | | | | |
| PART II. Other significant conditions - Conditions contributing to death but not previously stated in Part I | | | | | | |
| 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) 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 OF CERTIFIER <i>Ashwani Kumar</i> | | | | 29c. MEDICAL LICENSE NO. 01033934 | 29d. DATE SIGNED (Month, Day, Year) 7/11/97 | |
| 30. NAME AND ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (ITEM 26) (Type/Print) Ashwani Kumar, M.D., 3156 Willow Creek, Portage, Indiana 46368 | | | | | | |
| 31. HEALTH OFFICER'S SIGNATURE <i>Gary N. Babcock</i> | | | | | 32. DATE FILED (Month, Day, Year) July 11, 1997 | |
| 33. MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Could not be Determined | | 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. | | | | |

NO. 156660

PORTER COUNTY HEALTH DEPT.
VALPARAISO, INDIANA

THIS IS TO CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL RECORD.

Gary A. Balisoke, MD
HEALTH OFFICER

THIS CERTIFIED COPY IS
ISSUED FREE FOR VETERANS
BENEFITS ONLY.

Gary R. Holstein, MD
HEALTH OFFICER