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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

97 DEC 12 AM 10:19

MORRIS W. CARTER
DECEMBER



m-64112

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

This Mortgage is made on DECEMBER 04, 1997, between the Mortgagor,

JUDITH M ELIEFF

whose address is 226 S PENN ST, 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 12/04/97 for credit in the TOTAL AMOUNT of \$ 34,954.21 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 CITY of HOBART, LAKE County, Indiana, described as:

THE SOUTH 50 FEET OF THE NORTH 70 FEET OF LOT 2 AND THE NORTH 20 FEET OF LOT 2, BLOCK 14, HOBART PARK ADDITION TO HOBART, AS SHOWN IN PLAT BOOK 12, PAGE 30 IN 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.

NBD 118-2991 Rev. 9/96

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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 Judith M. Elieff
Mortgagor
JUDITH M ELIEFF

X _____
Mortgagor

STATE OF INDIANA)
COUNTY OF Lake)

The foregoing instrument was acknowledged before me on this 4TH day of DECEMBER 1997

by JUDITH M ELIEFF, Mortgagors.

Drafted by:
JESSE J COVARRUBIAS
ONE INDIANA SQUARE, SUITE M1304
INDIANAPOLIS, IN 46266

X Myra R. Brown-Fromme

Notary Public, LAKE County, Indiana
My Commission Expires: JUNE 22, 1998
My County of Residence: PORTER

When recorded, return to:
MYRA R. BROWN-FROMME, Notary Public
My commission expires June 22, 1998
Resident of Porter County, Indiana.

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NBD - HOME EQUITY CENTER
ONE INDIANA SQUARE, SUITE M1304
INDIANAPOLIS, IN 46266

ATTENTION: ESTATE: The Social Security # is being requested by this state agency in order to pursue its statutory responsibility. Disclosure is voluntary and there will be no penalty for refusal.

INDIANA STATE DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

State No.

Local No. 0340-97

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

PERMANENT
BLACK INK
TYPE/PRINT
IN

DECEDENT

PARENTS

INFORMANT

DISPOSITION

CAUSE OF DEATH

CERTIFIER

HEALTH OFFICER

1. DECEASED—NAME (First, Middle, Last) Steve Elieff		2. SEX Male	3a. TIME OF DEATH 12:04A	3b. DATE OF DEATH (Month, Day, Yr) February 14, 1997	
4. SOCIAL SECURITY NUMBER 308-46-6738	5a. AGE—Last Birthday (Year) 53	5b. UNDER 1 YEAR Months Days	5c. UNDER 1 DAY Hours Minutes	6. DATE OF BIRTH (Month, Day, Yr) JULY 29, 1943	
7. BIRTHPLACE (City and State or Foreign Country) Gary, IN.	8a. PLACE OF DEATH (Check only one. See instructions)				
8b. WAS DECEDENT A U.S. VETERAN? Yes	8c. YEAR LAST SERVED IN U.S. ARMED FORCES? 1971	HOSPITAL <input type="checkbox"/> Inpatient <input checked="" type="checkbox"/> ED/ER/Outpatient <input type="checkbox"/> DOA			
9a. FACILITY NAME (If not institution, give street and number) St. Mary Medical Center		9b. CITY, TOWN OR LOCATION OF DEATH Hobart	9c. COUNTY OF DEATH Lake		
10. MARITAL STATUS (Specify) Married	11. SURVIVING SPOUSE (If wife, give maiden name) Judith Bednar	12a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) System Analyst	12b. KIND OF BUSINESS/INDUSTRY E.D.S.		
13a. RESIDENCE—STATE IN.	13b. COUNTY Lake	13c. CITY, TOWN OR LOCATION Hobart	13d. STREET AND NUMBER 226 S. Pennsylvania		
13e. ZIP CODE 46432	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. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (1-12) 12 College (1-4 or 5 +)		18. DECEDENT'S EDUCATION			
18. FATHER'S NAME (First, Middle, Last) John K. Elieff		19. MOTHER'S NAME (First, Middle, Maiden Surname) Anna Cosmanoff			
20a. INFORMANT'S NAME (Type/Print) Judith Elieff		20b. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) 226 S. Pennsylvania Hobart, IN. 46342	20c. Relationship Wife		
21a. METHOD OF DISPOSITION <input type="checkbox"/> Entombment <input checked="" type="checkbox"/> Burial <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) February 17, 1997 Calumet Park Cemetery		21c. LOCATION—City or Town, State Merrillville, IN.	
22a. EMBALMER'S NAME Leonard Gregorczyk		22b. EMBALMER'S LICENSE NO. FD08800305	23. WAS DEATH REPORTED TO CORONER? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
24a. SIGNATURE OF FUNERAL DIRECTOR Robert C. Wiatrolik		24b. LICENSE NUMBER (of Licensee) FD01001293	25. NAME, ADDRESS, AND LICENSE NUMBER OF FUNERAL HOME Stilnovich & Wiatrolik FH83004455 7535 Taft St. Merrillville, IN. 46410		
26. PART I. Enter the diseases, 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)		a. <u>Ventricular tachycardia / Fibrillation</u> DUE TO (OR AS A CONSEQUENCE OF)			
Conditions, if any, which gave rise to the immediate cause, stating the underlying cause last		b. <u>Coronary artery disease</u> DUE TO (OR AS A CONSEQUENCE OF)			
		c. _____ DUE TO (OR AS A CONSEQUENCE OF)			
		d. _____ DUE TO (OR AS A CONSEQUENCE OF)			
PART II. Other significant conditions - Conditions contributing to death but not previously stated in Part I					
<u>hypertension on hypochlosterolemia</u>		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 E. J. Shelt		29c. MEDICAL LICENSE NO. 01035204	29d. DATE SIGNED (Month, Day, Year) 2/21/97		
30. NAME AND ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (ITEM 26) (Type/Print) Dr. Eric Schulte 7863 Broadway Merrillville, IN. 46410 219.769.3678					
31. HEALTH OFFICER'S SIGNATURE Edward S. Williams, M.D.				DATE FILED (Month, Day, Year) February 21, 1997	
33. MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Accident <input type="checkbox"/> Could not be Determined <input type="checkbox"/> Suicide <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 THIS CERTIFIES THE ABOVE IS A TRUE AND COMPLETE COPY OF THE CERTIFICATE OF DEATH ON FILE WITH THE LAKE COUNTY HEALTH DEPT.
		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) FEB 21 1997		
34g. DATE PRONOUNCED DEAD (Month, Day, Year)		34h. MOTOR VEHICLE ACCIDENT? (Yes or no) If yes, specify driver, passenger, pedestrian, etc.			

Edward S. Williams, M.D.
LAKE COUNTY HEALTH COMMISSIONER