

4

96-4697

STATE OF INDIANA **98024045**
COUNTY OF LAKE)

This is to certify that this is a true and exact copy of the original instrument

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
IN THE LAKE CIRCUIT COURT
98 APR - 5 AM 11:15
CROWN POINT, INDIANA
MORRIS W. ...

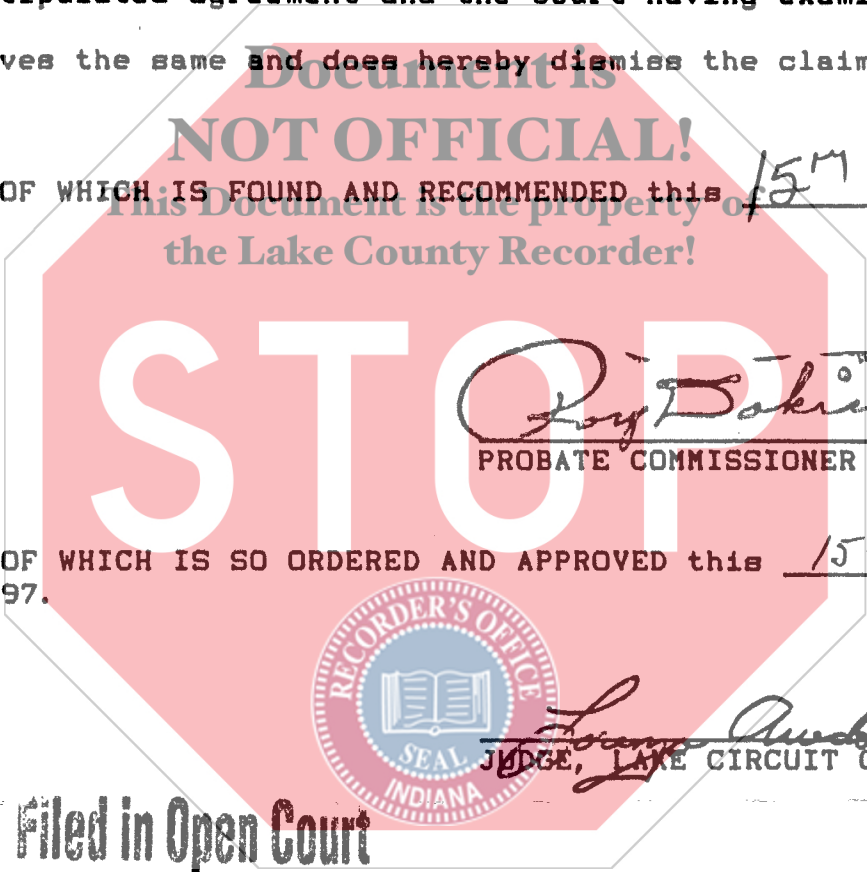
NORTHWEST INDIANA TITLE SERVICES, INC.
182 Washington Street
Lafayette, Indiana 46356
769-0727 or 888-0100

IN THE MATTER OF THE ESTATE OF) CAUSE NO. 45C01-9506-ES-194
TERESA OLIVIERI, Deceased)

ORDER

The Court being duly advised now finds that the parties have filed a stipulated agreement and the Court having examined the same now approves the same and does hereby dismiss the claim of Clara Caucig.

ALL OF WHICH IS FOUND AND RECOMMENDED this 15th day of April, 1997.



Roy Bakich
PROBATE COMMISSIONER

ALL OF WHICH IS SO ORDERED AND APPROVED this 15th day of April, 1997.



James A. ...
JUDGE, LAKE CIRCUIT COURT

Filed in Open Court

APR 15 1997

Anne M. Anton
CLERK LAKE CIRCUIT COURT

15th ja

4817

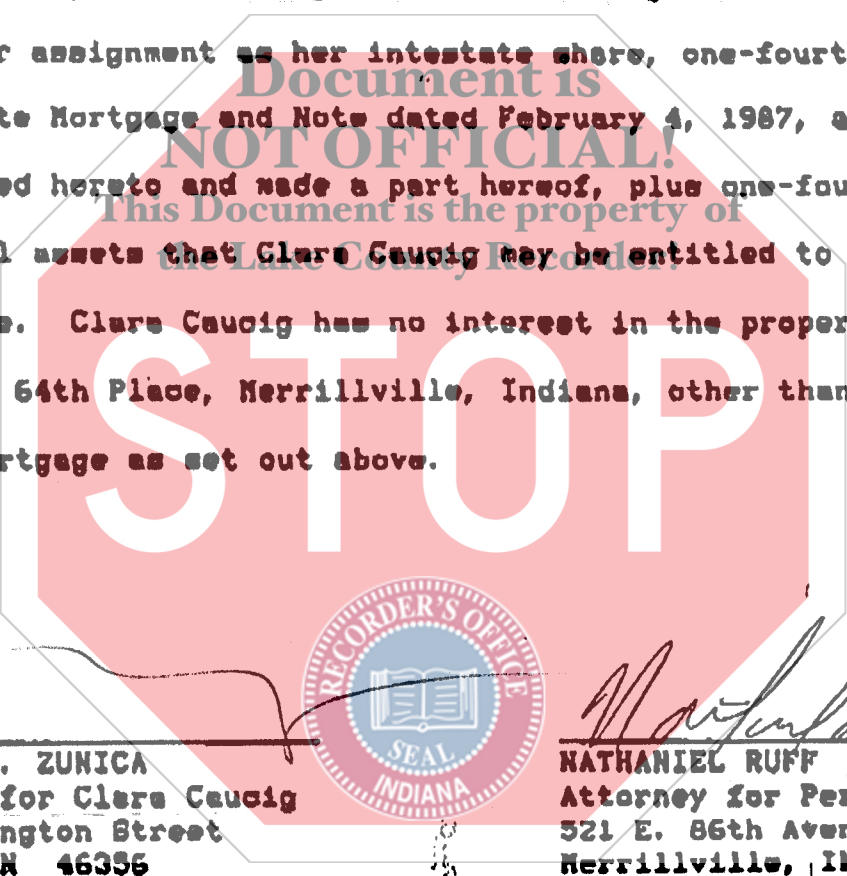
96-4697

STATE OF INDIANA) *filed in Clerk's Office* IN THE LAKE CIRCUIT COURT
COUNTY OF LAKE) 1997
APR 15 1997 CROWN POINT, INDIANA

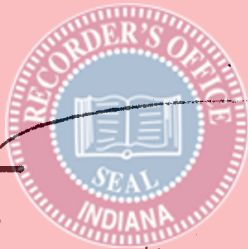
IN THE MATTER OF THE ESTATE OF *Terese* CAUSE NO. 45C01-9506-ES-194
TERESA OLIVIERI, Deceased CLERK LAKE CIRCUIT COURT

STIPULATED AGREEMENT

The parties hereby stipulate and agree as settlement of the claim filed by Clara Cauoig that Clara Cauoig shall receive by payment or assignment as her intestate share, one-fourth of a certain Real Estate Mortgage and Note dated February 4, 1987, a copy of which is attached hereto and made a part hereof, plus one-fourth of any additional assets that Clara Cauoig may be entitled to as an heir to the estate. Clara Cauoig has no interest in the property located at 2444 West 64th Place, Merrillville, Indiana, other than her interest in the mortgage as set out above.



[Signature]
RICHARD A. ZUNICA
Attorney for Clara Cauoig
162 Washington Street
Lovell, IN 46356



[Signature]
NATHANIEL RUFF
Attorney for Personal Rep.
321 E. 86th Avenue
Merrillville, IN 46410

*Amount of Mtg
+ Tax rhpaid.*

Olivieri/cm#16

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

900589 REAL ESTATE MORTGAGE

This indenture witnesseth that Charles R. Bewick

of Lake County, Indiana,

, as MORTGAGOR,

Mortgage and warrant to Teresa Olivieri,

of Lake County,

Indiana, as MORTGAGEE

the following real estate in Lake State of Indiana, to wit:

Lot 25, in Innsbrook Unit No. 1, recorded in Plat Book 35, page 19, in Lake County, Indiana, commonly known as 2444 West 64th Place, Merrillville, Indiana (46410).

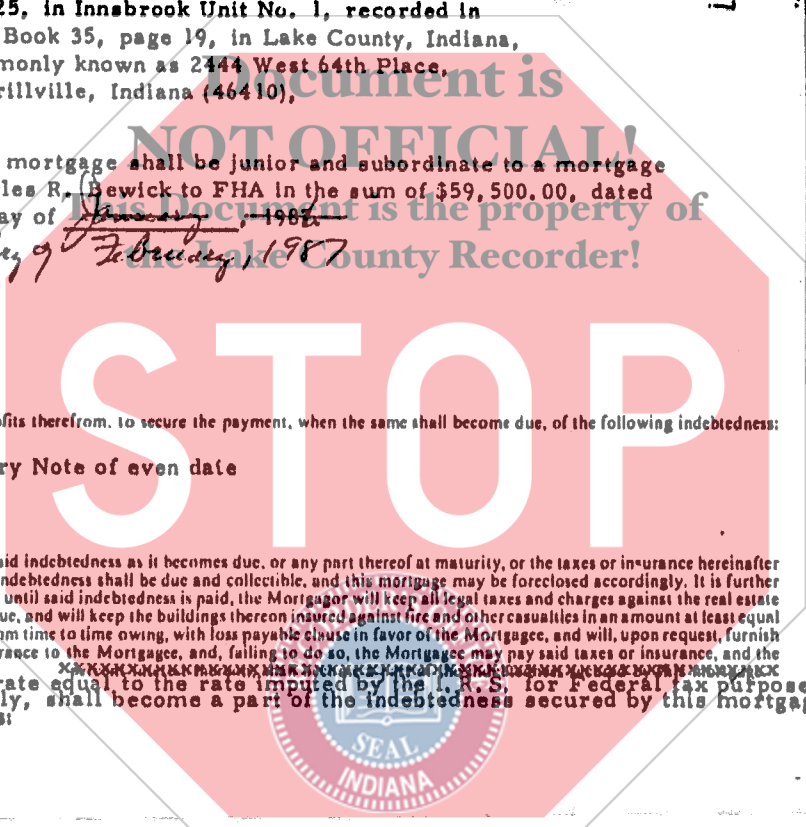
This mortgage shall be junior and subordinate to a mortgage made by Charles R. Bewick to FHA in the sum of \$59,500.00, dated the 29th day of January, 1987.
4th day of February, 1987

and the rents and profits therefrom, to secure the payment, when the same shall become due, of the following indebtedness:

Promissory Note of even date

Upon failure to pay said indebtedness as it becomes due, or any part thereof at maturity, or the taxes or insurance hereinafter stipulated, then said indebtedness shall be due and collectible, and this mortgage may be foreclosed accordingly. It is further expressly agreed that, until said indebtedness is paid, the Mortgagor will keep all legal taxes and charges against the real estate paid as they become due, and will keep the buildings thereon insured against fire and other casualties in an amount at least equal to the indebtedness from time to time owing, with loss payable clause in favor of the Mortgagee, and will, upon request, furnish evidence of such insurance to the Mortgagee, and, failing to do so, the Mortgagee may pay said taxes or insurance, and the amount so paid, with interest at a rate equal to the rate imputed by the I. R. S. for Federal tax purposes, payable annually, shall become a part of the indebtedness secured by this mortgage.

Additional Covenants:



RECORDED, LAKE COUNTY, INDIANA
CASHIN POINT, INDIANA, ASSOC
FEB 5 10 08 AM '87
RICHARD J. BLASICK
LAKE COUNTY RECORDER

State of Indiana, Lake County, ss: Before me, the undersigned a Notary Public in and for said County and State, this 4th day of February, 1987, personally appeared: Charles R. Bewick,

Dated this 4th Day of February, 1987.
X Charles R. Bewick Seal
Charles R. Bewick

and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires September 12, 1989.
Herbert S. Lasser Signature
Herbert S. Lasser Printed Name

Seal
Seal
Seal

Resident of Lake County

This instrument prepared by Herbert S. Lasser & Associates, P.C. Attorney at Law
521 E. 86th Avenue, Merrillville, Indiana 46410

MAIL TO:

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

PROMISSORY NOTE

Secured by Real Estate Mortgage

: 15, 172 ⁷³

Gary, Indiana, February 4 1987

I promise to pay to the order of **Teresa Olivieri**

the sum of **Fifteen Thousand One Hundred Seventy Two and ⁷³/₁₀₀ Dollars**
as follows: **Upon Sale of 2444 W 64th Pl., Merrillville, Ind.**

Document is NOT OFFICIAL

payable at equal to the rate imputed by the I. R. S. for Federal tax purposes, payable annually

With interest at the rate of ~~10%~~ during such period when there shall be no delinquency or default in the payment of any money to be paid on this obligation but with interest at the rate of ~~10%~~ per cent per annum computed semi-annually during such period when there shall be any delinquency or default in the payment of any money to be paid on this obligation and to be computed to the next interest period following such delinquency or default, and said rate shall continue to be paid until all delinquencies and defaults are removed by the beginning of a succeeding interest period all without relief from Valuation and Appraisal Laws; and with attorney's fees. Failure on the part of any holder to collect or charge the additional interest rate during any delinquency or default shall at no time constitute a waiver of his right, or any other holder's right, to demand and receive interest as provided herein.

Installment payments hereinafter provided shall be applied first to the payment of any unpaid interest, secondly to the unpaid balance of any other unpaid debt on account of this obligation, and thirdly the remainder to be applied on the unpaid principal of the debt until the same is paid in full.

Upon default in the payment of any installment or other payment herein required when the same shall become due the entire unpaid principal, interest and other indebtedness on account of this obligation and mortgage securing the same shall, at the option of the holder thereof, become due and payable immediately without notice of nonpayment or demand for payment, and the entire indebtedness may be collected by appropriate proceedings. No failure on the part of the holder of the obligation in exercising said option to declare the whole of said indebtedness due or to proceed to collect the same shall operate as a waiver of the right to do so or preclude the exercise of such option at any time during the continuance of such default or the occurrence of a succeeding default. Advance payment may be made in any amount, and interest on such advance payments shall not be charged beyond the next succeeding interest period.

The holder of this obligation may renew the same or extend time of payment of the indebtedness or any part thereof or reduce the payments thereon, any and such renewal, satisfaction or reduction shall not release any maker, endorser or guarantor from any liability on said obligation.

The drawer, sureties, guarantors and endorsers severally waive presentments for payment, protest, notice of protest and non-payment of this note. The receipt of interest in advance or the extension of time shall not release or discharge any surety, guarantor or endorser on this note.



Charles R. Bewick

Charles R. Bewick

This instrument prepared by **Herbert S. Lasser & Associates, P.C.,**
521 E. 86th Avenue, Merrillville, Indiana 46410.

Attorney at Law