

HOUSKAREN
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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 000330

2005 JAN -4 PM 3:03

MICHAEL A. BROWN
RECORDER

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MORTGAGE

(With Future Advance Clause)

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is December 23, 2004. The parties and their addresses are:

MORTGAGOR:

GLORIA M. SNEDDEN
119 MICHIGAN AVE
HOBART, Indiana 46342

LENDER:

CENTIER BANK
Organized and existing under the laws of Indiana
600 East 84th Avenue
Merrillville, Indiana 46410
TIN: 35-0161790

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, mortgages and warrants to Lender, the following described property:

THE SOUTH 40 FEET OF THE NORTH 50 FEET OF LOT 24, EXCEPTING THEREFROM THE EAST 175 FEET THEREOF, IN WOOD'S ADDITION TO THE TOWN (NOW CITY) OF HOBART, AS PER PLAT THEREOF, RECORDED IN DEED RECORD "D", PAGE 567, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The property is located in County at 119 MICHIGAN AVE, HOBART, Indiana 46342. Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time will not exceed \$25,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

3. SECURED DEBTS. This Security Instrument will secure the following Secured Debts:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 00010, dated December 23, 2004, from Mortgagor to Lender, with a maximum credit limit of \$25,000.00, with an interest rate of 4.990 percent until December 23, 2004, after which time it may change as the promissory note prescribes and maturing on December 23, 2024. One or more of the debts secured by this Security Instrument contains a future advance provision.

B. All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security

GLORIA M. SNEDDEN
Indiana Mortgage
IN/4lkostbad00815100004558019122304Y

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Initials _____
Page 1 *kek*

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15. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing, or protecting Lender's rights and remedies under this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of Secured Debts. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument will remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and will remain in full compliance with any applicable Environmental Law.

C. Mortgagor will immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with any Environmental Law.

D. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

17. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

18. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld. All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause."

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured Lender may obtain insurance to protect Lender's interest in the Property. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance.

19. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

20. CO-SIGNERS. If Mortgagor signs this Security Instrument but does not sign the Secured Debts, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debts and Mortgagor does not agree to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

21. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all rights of valuation and appraisal relating to the Property.

22. OTHER TERMS. The following are applicable to this Security Instrument:

A. **Line of Credit.** The Secured Debts include a revolving line of credit provision. Although the Secured Debts may be reduced to a zero balance, this Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

23. APPLICABLE LAW. This Security Instrument is governed by the laws of Indiana, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.

24. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

25. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument is the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

26. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

27. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any financial statements or information Lender requests. All financial statements and information Mortgagor gives Lender will be correct and complete. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property. Time is of the essence.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

Gloria M. Snedden
GLORIA M. SNEDDEN

Individually



ACKNOWLEDGMENT.

(Individual)

STATE OF INDIANA, County of LAKE ss. 23rd day of December, 2004, GLORIA M. SNEDDEN, acknowledged the execution of the annexed instrument.

My commission expires:

(Notary Public)

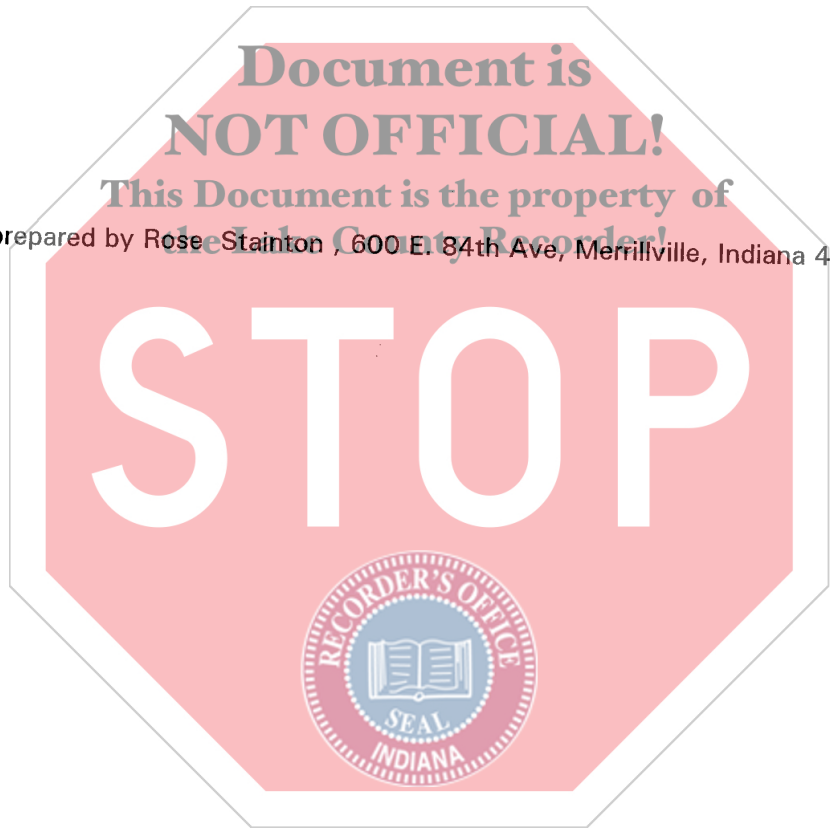
Lynn E. Kostbade

(Notary's County)

Lake

LYNN E. KOSTBADE

NOTARY PUBLIC, Lake County, Indiana
My Commission Expires August 13, 2006
Resident of Lake County, Indiana



This instrument was prepared by Rose Stainton, 600 E. 84th Ave, Merrillville, Indiana 46410

* 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

HCC'S

Local No. 2984-03

State No.

THE RECORDS IN THIS SERIES ARE CONFIDENTIAL PER IC 16-37-1-10

TYPE/PRINT
IN
PERMANENT
BLACK INK

DECEDENT

PARENTS

INFORMANT

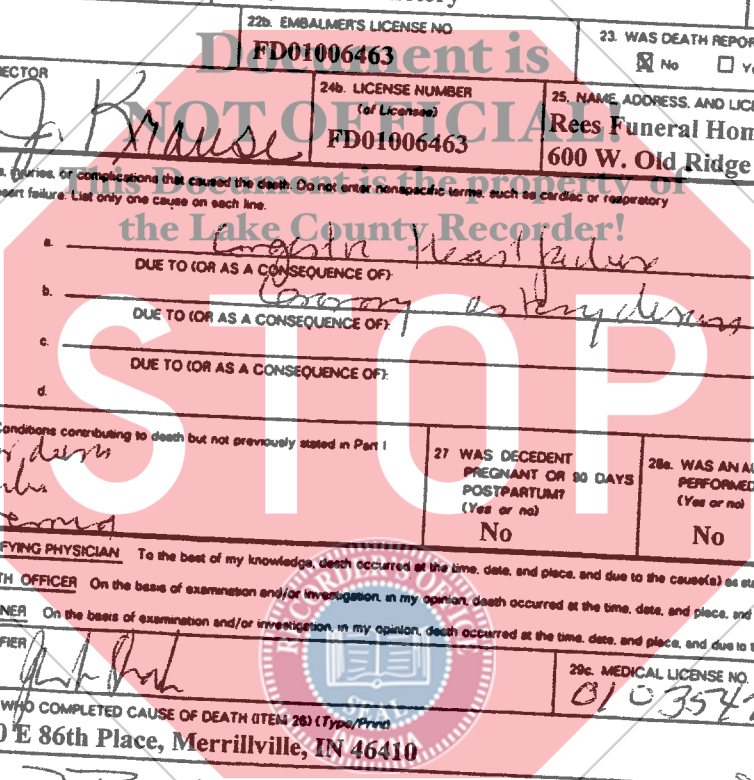
DISPOSITION

CAUSE OF DEATH

CERTIFIER

HEALTH OFFICER

1. DECEASED—NAME (First, Middle, Last) DAVID G. SNEDDEN		2. SEX Male	3a. TIME OF DEATH 6:00 AM	3b. DATE OF DEATH (Month, Day, Yr.) December 10, 2003
4. SOCIAL SECURITY NUMBER 358-01-9349	5a. AGE—Last Birthday (Years) 83	5b. UNDER 1 YEAR Months Days	5c. UNDER 1 DAY Hours Minutes	6. DATE OF BIRTH (Mo, Day, Yr.) January 18, 1920
7a. WAS DECEDENT A U.S. VETERAN? No	7b. YEAR LAST SERVED IN U.S. ARMED FORCES? N/A	7. BIRTHPLACE (City and State or Foreign Country) East Chicago Indiana		
8a. FACILITY NAME (If not institution, give street and number) 119 Michigan Avenue		8b. PLACE OF DEATH (Check only one. See instructions) HOSPITAL: <input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA OTHER: <input checked="" type="checkbox"/> Nursing Home <input type="checkbox"/> Other (Specify) Residence		
9a. MARITAL STATUS (Specify) Married	9b. SURVIVING SPOUSE (If wife, give maiden name) Gloria Wichman	9c. CITY, TOWN, OR LOCATION OF DEATH Hobart	9d. COUNTY OF DEATH Lake	
10a. RESIDENCE—STATE Indiana	10b. COUNTY Lake	10c. CITY, TOWN, OR LOCATION Hobart	10d. STREET AND NUMBER 119 Michigan Avenue	
11a. ZIP CODE 46342	11b. INSIDE CITY LIMITS <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	11c. CITIZEN OF WHAT COUNTRY? U.S.A.	11d. WAS DECEDENT OF HISPANIC ORIGIN? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If yes, specify Cuban, Mexican, Puerto Rican, etc.)	11e. RACE—American Indian, Black, White, etc. (Specify) White
12. FATHER'S NAME (First, Middle, Last) George Ray Snedden		12. MOTHER'S NAME (First, Middle, Maiden Surname) Pearl Blithe Cotton		
13. INFORMANT'S NAME (Type/Print) Gloria Snedden		13. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) 119 Michigan Avenue, Hobart, In 46342		13. Relationship Wife
14. METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify)		14. DATE AND PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Dec 13, 2003 Ridgeland Cemetery		14. LOCATION—City or Town, State Gary IN
15. EMBALMER'S NAME James J. Krause		15. EMBALMER'S LICENSE NO. FD01006463		15. WAS DEATH REPORTED TO CORONER? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
16. SIGNATURE OF FUNERAL DIRECTOR <i>James J. Krause</i>		16. LICENSE NUMBER (of Licensee) FD01006463		16. NAME, ADDRESS, AND LICENSE NUMBER OF FUNERAL HOME Rees Funeral Home, Inc. FH83003069 600 W. Old Ridge Road, Hobart, IN 46342-0488
17. PART I. Enter the disease, injury, or complication 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)		Approximate Interval Between Onset and Death		
a. Coronary Heart Failure				
b. Coronary Artery Disease				
c. Stroke				
d. Asphyxiation				
17. PART II. Other significant conditions. Conditions contributing to death but not previously stated in Part I. Cerebral vascular disease Stroke as a result of Arteriosclerosis				
18. 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) as stated.		18. WAS DECEDENT PREGNANT OR 90 DAYS POSTPARTUM? (Yes or no) No		18. WAS AN AUTOPSY PERFORMED? (Yes or no) No
19. SIGNATURE AND TITLE OF CERTIFIER <i>Harish Shah</i>		19. MEDICAL LICENSE NO. 01035471		19. DATE SIGNED (Month, Day, Year) 12-17-03
20. NAME AND ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (ITEM 26) (Type/Print) Harish Shah MD 200 E 86th Place, Merrillville, IN 46410		20. DATE FILED (Month, Day, Year) November 17, 2003		
21. HEALTH OFFICER'S SIGNATURE <i>Susan W. Best, D.O.</i>		21. MANNER OF DEATH <input checked="" 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		
22. DATE OF INJURY (Month, Day, Year)		22. TIME OF INJURY	22. INJURY AT WORK? (Yes or no)	
22. PLACE OF INJURY—At home, farm, street, factory, office building, etc. (Specify)		22. LOCATION (Street and Number or Rural Route Number, City or Town, State) DEC 17 2003		
23. DATE PRONOUNCED DEAD (Month, Day, Year)		23. MOTOR VEHICLE ACCIDENT? (Yes or no) If yes, specify driver, passenger, pedestrian, etc.		



AFFIDAVIT

STATE OF INDIANA)
)
COUNTY OF Lake)

Gloria M. Snedden

BEING FIRST DULY SWORN

UPON her OATH, DEPOSES AND SAYS:

THAT David G. Snedden DIED ON THE 10th
DAY OF December, 2003 AT 119 Michigan Ave, Hobart, IN.
THAT AT THE TIME OF his DEATH, he WAS A CO-OWNER AS A JOINT
TENANT WITH Gloria M. Snedden

OF THE FOLLOWING DESCRIBED REAL ESTATE:

The South 40 feet of the North 50 feet of Lot 24, EXCEPTING THEREFROM the East 175 feet thereof, in Wood's Addition to the Town (now City) of Hobart, as per plat thereof, recorded in Deed Record "D", Page 567, in the Office of the Recorder of Lake County, Indiana.

THAT NO FEDERAL ESTATE TAX OR INDIANA INHERITANCE TAX IS DUE AS A RESULT OF THE DEATH OF David G. Snedden

THAT THIS AFFIANT'S RELATIONSHIP TO THE DECEDENT WAS wife

FURTHER AFFIANT SAITH NOT:

Gloria M. Snedden
GLORIA M. SNEDDEN

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THIS 2nd DAY OF DECEMBER, 2004, PERSONALLY APPEARED

Gloria M. Snedden AND ACKNOWLEDGED THE

EXECUTION OF THE ABOVE DOCUMENT.

MY COMMISSION EXPIRES:

8-13-2004

James E. Kesthade
NOTARY PUBLIC

COUNTY OF RESIDENCE: LAKE

THIS INSTRUMENT PREPARED BY:

Gloria Snedden