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OFFICE OF THE LAKE COUNTY RECORDER  
LAKE COUNTY GOVERNMENT CENTER  
2293 NORTH MAIN STREET  
CROWN POINT, INDIANA 46307



MICHAEL A. BROWN  
Recorder

HECTOR A. ESPINOZA  
Chief Deputy

2005 05 12 27  
PHONE (219) 755-3730  
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**SATISFACTION OF LIEN**  
**PER INDIANA CODE 32-28-4-2**

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

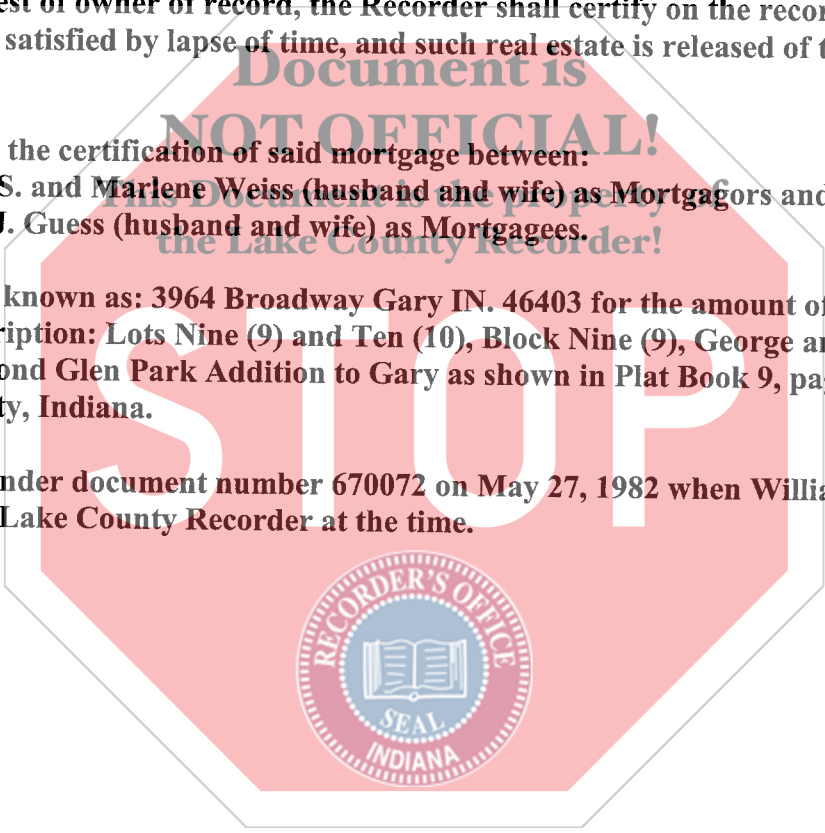
Upon request of owner of record, the Recorder shall certify on the record that the lien is fully satisfied by lapse of time, and such real estate is released of the lien thereof.

Attached is the certification of said mortgage between:

Lawrence S. and Marlene Weiss (husband and wife) as Mortgagors and Richard A. and Carol J. Guess (husband and wife) as Mortgagees.

Commonly known as: 3964 Broadway Gary IN. 46403 for the amount of \$ 15,500.00  
Legal Description: Lots Nine (9) and Ten (10), Block Nine (9), George and William Earle's Second Glen Park Addition to Gary as shown in Plat Book 9, page 19, in Lake County, Indiana.

Recorded under document number 670072 on May 27, 1982 when William Bielski Jr. was the Lake County Recorder at the time.



N/c

THIS INSTRUMENT HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY ATTORNEYS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND SHOULD BE DONE BY AN ATTORNEY.

Stephen M. Brenman, 7895 Edwy, Mv1 Pol 393720 ID IN0269969

# REAL ESTATE MORTGAGE

670072

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

This indenture witnesseth that **LAWRENCE S. WEISS and MARLENE WEISS, husband and wife,**

of **Lake County, Indiana** as **MORTGAGOR**

**Mortgages and warrants to** **RICHARD A. GUESS and CAROL J. GUESS, husband and wife,**

of **Lake County, Indiana, as MORTGAGEE,**

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

Lots Nine (9) and Ten (10), Block Nine (9), George and William Earle's Second Glen Park Addition to Gary, as shown in Plat Book 9, page 19, in Lake County, Indiana.

MAY 27 1 26 PM '92  
WILLIAM BIELSKI JR  
RECORDER

Document is NOT OFFICIAL!

as well as the rents, profits and any other income which may be derived therefrom, to secure the performance of all conditions and stipulations of this agreement and:

A To secure the payment, when the same shall become due, of the following indebtedness of even date herewith: An installment promissory note in the principal amount of FIFTEEN THOUSAND FIVE HUNDRED AND NO/100 (\$15,500.00) DOLLARS,

with interest at the rate of 12 per cent per annum computed annually during such period when there shall be no delinquency or default in the payment of any moneys to be paid on this obligation but with interest at the rate of eight per cent per annum computed semi-annually during such period when there shall be any delinquency or default in the payment of any moneys 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 Appraisement Laws, and with attorney's fees;

- B Also securing any renewal or extension of such indebtedness;
- C Also securing all future advances to the full amount of this mortgage;
- D Also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or for the collection of this mortgage.

Mortgagor further covenants and agrees as follows:

1. To keep all buildings, fixtures and improvements on said premises, now or hereafter erected thereon, and all equipment attached to or used in connection with the fixtures on said premises herein mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums and with such insurers as may be approved by Mortgagee as a further security for said indebtedness, which insurance policy or policies shall carry a mortgage clause with loss payable to Mortgagee in form satisfactory to Mortgagee, to be delivered to possession of Mortgagee to be held continuously through period of the existence of said indebtedness or any portion thereof.

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2. To exercise due diligence in the operation, management and occupation of said real estate and the improvements thereon and not to remove or suffer to be removed any fixtures and/or appliance, now or hereafter placed on said premises; and to keep said real estate and improvements thereon in their present condition and repair, normal and ordinary depreciation excepted; Mortgagor shall not do or suffer to be done any acts which will impair the security of this mortgage nor any illegal or immoral acts on said premises; and Mortgagee shall have the right to inspect said premises at all reasonable times.

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

4. No sale of the premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge or modify in any manner the effect of the original liability of the Mortgagor; and any extension of time on this mortgage by Mortgagee or his assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this mortgage over such junior lien. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured.

5. In case any part of the premises is appropriated under the power of eminent domain, the entire amount paid for said portion of the premises so appropriated shall be paid to this Mortgagee.

6. It is agreed that time is the essence of this agreement and that, in case of default in the payment of any installment when the same shall become due and payable, the holder of the note and mortgage may, at his option, declare all of the debt due and payable, and any failure to exercise said option shall not constitute a waiver of right to exercise the same at a later date. In the event any proceedings shall be instituted on any junior lien or encumbrance against said real estate, then the Mortgagee herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect his interest. The lien of this mortgage shall include all heating, plumbing and lighting or other fixtures now or hereafter attached to or used in connection with said premises.

7. In case of delinquency or default in any payment required in this mortgage and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to cause a continuation of the abstract of title at the expense of Mortgagor to show the condition of the title at the date of said continuation and which sums necessarily spent for continuation of the abstract of title to the said real estate, together with interest thereon at the rate of eight per cent per annum, shall become part of the debt secured by this mortgage and collectable as such; and in case of foreclosure and purchase of said real estate pursuant to said foreclosure by the holder thereof, the abstract of title and any continuation thereof shall be the absolute property of the Mortgagee.

8. In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of the said real estate, collect the rents, income or profit, in money or in kind, and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.

9. All terms of this mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor or successors in ownership.

10. Additional Covenants:

**Document is NOT OFFICIAL!**

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

State of Indiana, Lake County, ss:

Dated this 25th day of May 1982

Before me, the undersigned, a Notary Public in and for said County and State, this 25th day of May 1982 personally appeared:

LAWRENCE S. WEISS and MARLENE WEISS, husband and wife,

*Lawrence S. Weiss* Seal  
Lawrence S. Weiss

*Marlene Weiss* Seal  
Marlene Weiss

And acknowledged the execution of the foregoing mortgage. In witness where, I have hereunto subscribed my name and affixed my official seal. My commission expires August 30 1984

*Kathryn E. Pugh* Notary Public  
Kathryn E. Pugh  
Resident, Lake County, Indiana

This instrument was prepared by **STEPHEN M. BRENNAN; KAT & ANGEL, 7895 BROADWAY, MERRILLVILLE, INDIANA 46410**



**Michael A. Brown**  
 Recorder of Deeds  
 Lake County Indiana  
 2293 North Main Street  
 Crown Point, In 46307  
 219-755-3730  
 fax: 219-648-6028

# Certification Letter

State of Indiana )  
 ) SS  
 County of Lake )

This is to certify that I, Michael A. Brown, Recorder of Deeds of Lake County, Indiana am the custodian of the records of this office, and that the foregoing is a full, true and complete copy of a

Mortgage  
Satisfaction of Lien Per Indiana Code 32-8-4-2

as recorded as Document # 670072 on 5/27/1982

as this said document was present for the recordation when WILLIAM BIELSKI JR.

was Recorder at the time of filing of said document

Dated this 30 day of June, 2005

Sherry Serences  
 Deputy Recorder

Michael A Brown

Michael A. Brown, Recorder of Deeds  
 Lake County Indiana

Form # 0023 Revised 5/2002