

FOR REL. SEE DOC # 133094
8542

LAWYER'S TITLE INSURANCE CORPORATION
209 S. MAIN STREET

8542

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that ROBERT S. HOWKINSON & NACILLE S. HOWKINSON, husband & wife, as to an undivided $\frac{1}{2}$ interest, and CHARLES LEE STEWART & EILEEN RUTH STEWART, husband & wife, as to an undivided $\frac{1}{2}$ interest, of Lake County, in the State of Indiana, Mortgage and Warrant to MARTIN COUNTY RECORDER, E. HOWKINSON, as joint tenants with right of survivorship and not as tenants in common, of Lake County, in the State of Indiana, the following described Real Estate in Lake County, in the State of Indiana, as follows, to-wit:

Lot 23 Block 2, C. N. Straight Subdivision as shown in Plat Book 8 Page 20, in Lake County, Indiana.

MAR 11 2 42 PM '69
ANDREW J. MOENKO
RECORDER

THIS IS A PURCHASE MONEY MORTGAGE.

To secure the repayment of the indebtedness of the mortgagors to the mortgagees for money borrowed in the sum of \$4,700.00, as evidenced by a certain promissory first mortgage note of even date herewith, the terms of which are incorporated herein by reference, with interest from the date thereof at the rate of six (6%) per cent per annum on the unpaid balance until paid, the said principal and interest being payable at Cedar Lake, Indiana. The interest on the unpaid balance of principal shall be paid semi-annually. If not sooner paid, the entire indebtedness evidenced thereby shall be due and payable two (2) years after the date thereof, and the mortgagors expressly agree to pay the sum of money above secured, without relief from valuation or appraisal laws; and upon failure to pay said note or any part thereof, at maturity, or the interest thereon, or any part thereof, when due, or the taxes or insurance as hereinafter stipulated, then all of said note is to be due and collectible, and this mortgage may be foreclosed accordingly. And it is further expressly agreed, that until said note is paid, said mortgagors will keep all legal taxes and charges against said premises paid as they become due, and will keep the buildings thereon insured for the benefit of the mortgagees, as their interest may appear and the policy duly assigned to the mortgagees, to the amount of \$4,700.00, and failing to do so, said mortgagees may pay said taxes or insurance, and the amount so paid, with eight (8%) per cent interest thereon, shall be a part of the debt secured by this mortgage.

It is agreed that in the event the mortgaged premises are sold that the mortgage and note secured hereby shall, at the option of the mortgagee become immediately due and payable.

In Witness Whereof, the said mortgagors have hereunto set their hands and seals this 6th day of March, 1969.

Robert S. Howkinson (Seal) Charles Lee Stewart (Seal)
Robert S. Howkinson Charles Lee Stewart
Nacille S. Howkinson (Seal) Eileen Ruth Stewart (Seal)
Nacille S. Howkinson Eileen Ruth Stewart

STATE OF INDIANA, LAKE COUNTY, ss:

W. Before me, the undersigned, a Notary Public, in and for said County, this 6th day of March, 1969, came Robert S. and Nacille S. Howkinson, and Charles Lee and Eileen Ruth Stewart and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

My commission expires 4-12-70.

Charles W. Grubb
Charles W. Grubb, Notary Public

This instrument prepared by Charles W. Grubb, Attorney at Law.