

FOR REF. SEE DOC # 36054
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KNEIFEL & BEHNKE
ATTORNEYS AT LAW
HOBART INDIANA 46342

36054

Real Estate Mortgage

This Indenture Witnesseth that FREDERICK LOUIS RUCHTI, III AND KATHLEEN RAE RUCHTI, husband and wife, of 324 Softwood Drive, Hobart, Indiana and James David Ruchti and Cheryl Lynn Ruchti, husband and wife, 850 Water Street, Hobart

of Lake County, in the State of Indiana Mortgage and Warranty to David Johnson and Jean H. Johnson, husband and wife, jointly and to the survivor with rights of survivorship, 5100-20th. Street North, St. Petersburg County, in the State of Florida 33714 the following described

Real Estate in Lake County, in the State of Indiana, as follows, to-wit:

The South 1/2 of Lot 1 and the South 1/2 of Lot 2, Block 32, Earle and Davis Addition to Hobart, as per plat thereof recorded in the Office of the Recorder of Lake County, Indiana, indexed as Key #17-121-3;

RECORDED
11 03 AM '69
RECORDER

This Mortgage is given to secure the payment when the same becomes due of one promissory note of even date herewith in the principal sum of \$ 9073.68 due and payable therein provided with interest in addition at the rate of 6% per annum all without relief from valuation or appraisal laws and with attorney fees;

This Mortgage is a purchase money mortgage and the first mortgage lien upon the hereinabove described real estate.

and the mortgagor expressly agree to pay the sum of money above secured, without relief from valuation or appraisal laws; and upon failure to pay any one of said notes, 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 notes are to be due and collectible, and this mortgage may be foreclosed accordingly. And it is further expressly agreed, that until all of said notes are paid, said mortgagor 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 mortgagee, as their interest may appear and the policy duly assigned to the mortgagee, to the amount of Nine Thousand Seventy-Three and 68/100-----Dollars, and failing to do so, said mortgagee, may pay said taxes or insurance, and the amount so paid, with 6 per cent interest thereon, shall be a part of the debt secured by this mortgage.

In Witness Whereof, the said mortgagor have hereunto set their hands and seals this 30th day of September 1969

Frederick Louis Ruchti, III (Seal) James David Ruchti (Seal)
Kathleen Rae Ruchti (Seal) Cheryl Lynn Ruchti (Seal)

STATE OF INDIANA, Lake COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County, this 30th day of September 1969, came Frederick Louis Ruchti, III and Kathleen Rae Ruchti, husband and wife and James David Ruchti and Cheryl Lynn Ruchti, husband and wife

and acknowledged the execution of the foregoing instrument. Witness my hand and official seal.

My Commission expires June 17-1971 Nola Dickson Notary Public

This instrument prepared by: Attorney Harry R. Kneifel, Sr., Hobart, Ind. 942-1128