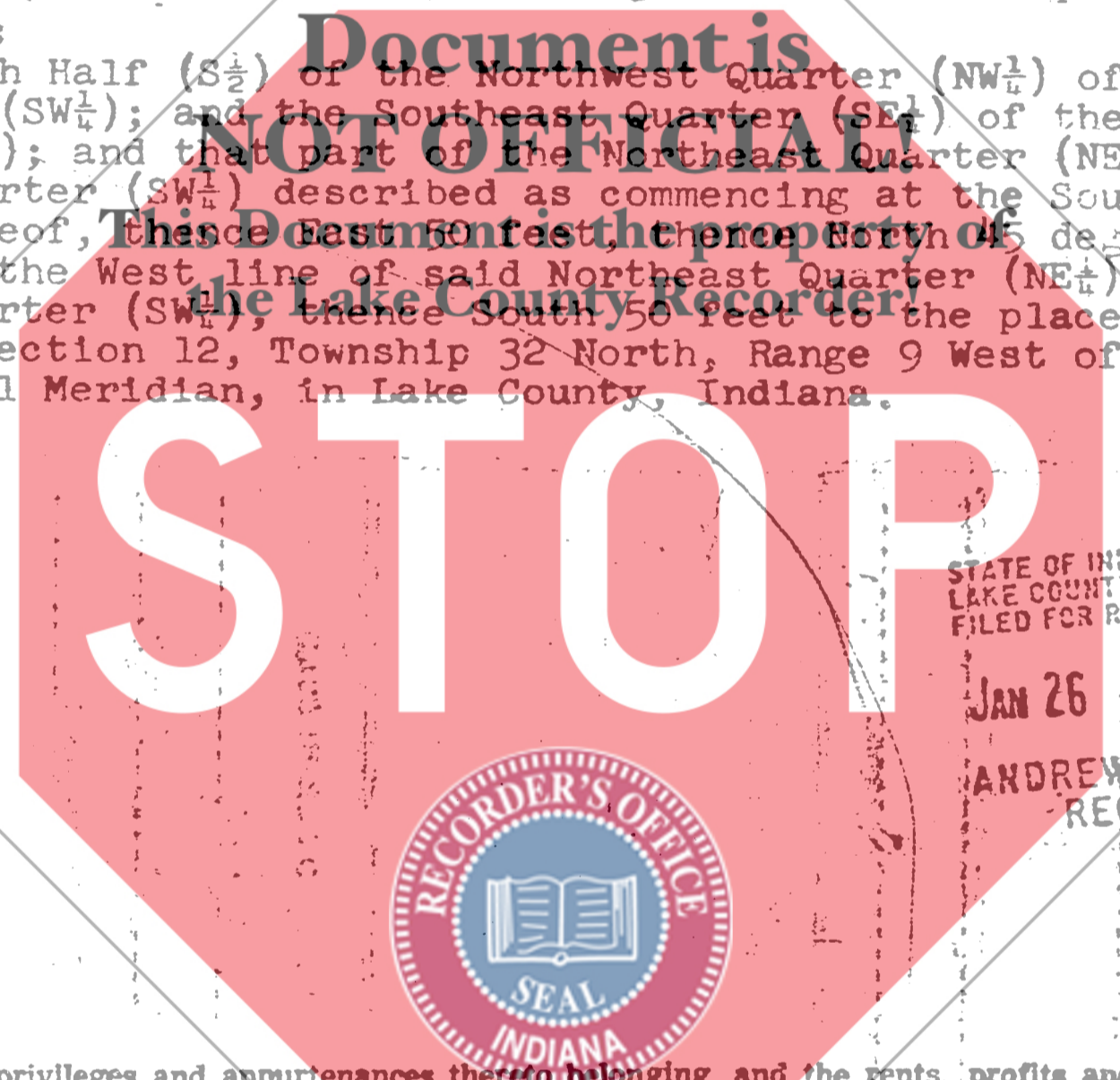


FOR REEL SEE DOC # 289490
46717

This Indenture Witnesseth

That MILTON R. MORRIS and BARBARA JEAN MORRIS, husband and wife,
of Lake County, in the State of Indiana,
MORTGAGE AND WARRANT to JOHN WAGNER and LENA WAGNER, as joint tenants with
of Lake County, in the State of Indiana, the following REAL ESTATE in Lake County, in the State of
Indiana, to-wit:

The South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest
Quarter (SW $\frac{1}{4}$); and the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quar-
ter (SW $\frac{1}{4}$); and that part of the Northeast Quarter (NE $\frac{1}{4}$) of the South-
west Quarter (SW $\frac{1}{4}$) described as commencing at the Southwest (SW) cor-
ner thereof, thence East or North 45 degrees West 71.1
feet to the West line of said Northeast Quarter (NE $\frac{1}{4}$) of the South-
west Quarter (SW $\frac{1}{4}$), thence South 50 feet to the place of beginning,
all in Section 12, Township 32 North, Range 9 West of the Second
Principal Meridian, in Lake County, Indiana.



and all rights, privileges and appurtenances thereto belonging, and the rents, profits and income therefrom, and
the crops now growing or to be grown thereon to secure payment, when the same shall become due, of one
promissory note calling for Thirty-four Thousand Nine Hundred Thirty----- Dollars
of even date herewith, payable as follows: \$2,000.00 on December 1, 1970, and a like
sum on the first of each December thereafter until principal is paid
in full.

with interest at 6 percent per annum payable annually on Dec. 1st and attorney fees; said note was
signed by the mortgagor s and the mortgagee s expressly agree to pay the sum of money above secured
without relief from valuation laws; and to further secure the said mortgagee s the payment of all other indebted-
ness of said mortgagor to said mortgagee s at this time, or hereafter, either on notes or their renewal, advance-
ments in any manner, or on account, intending thereby to secure said mortgagee s on account of every credit
given said mortgagor s, whether evidenced by instrument in writing or not.

Said mortgagor s hereby represent that they are the owners of said land in fee simple, and that
this mortgage when executed will be a first mortgage on the same and the only lien or encumbrance thereon,
and the mortgagee s
expressly agree to pay all legal taxes and charges against said premises as the same become due; to maintain
property in good condition of repair and not to commit or suffer waste thereof; and to keep the buildings there-
on insured against loss by fire and the hazards covered by extended coverage insurance for the benefit of the
mortgagee as its interest may appear to the amount of insurable value dollars; and it is further
expressly agreed that in case the mortgagor s shall fail to pay taxes and insurance when due, the mortgagee
may pay the same, and the amounts so paid with eight per cent thereon, shall be a part of the debt secured by
this mortgage; and it is further expressly agreed that immediately upon default in any of the covenants and
stipulations herein contained, or in the payment of any of said principal or interest when due, the whole of said
principal and interest shall at the option of the legal holder of said note and mortgage become due and pay-
able without notice, and that this mortgage may be foreclosed accordingly; and that all sums secured by this
mortgage shall be collectible without relief from valuation laws, and said mortgage may upon any such default,
in any proper legal proceedings being commenced for the foreclosure of the mortgage, apply for and shall be en-
titled, as a matter of right, to the appointment by any competent court or tribunal, of a receiver of the rents
and profits of said premises, with power to receive the rents, issues and profits thereof, if the same shall then
be leased, or to lease said premises, or such part thereof as may not then be under lease, and with such other
power as may be deemed necessary, who after deducting the proper charges and expenses attending the execution
of said trust as receiver, including payment of taxes, assessments, insurance and other expenses, shall apply the
residue of said rents and profits to the payment and satisfaction of the amount remaining secured hereby, or to
any deficiency which may exist after applying the proceeds of the sale of said premises to the payment of the
amount due hereunder.

And it is further agreed that in the event of the appointment of a receiver, his right to the possession of
the premises and the receipt of the rents, issues and profits thereof, shall continue until said mortgage shall be
fully paid, and if said premises shall be sold upon the foreclosure of this mortgage, such receiver shall have the
right to continue in possession and receive, apply and pay over the rents, issues and profits thereof as aforesaid
until the redemption of the premises from such sale, or until the purchaser thereof or his assigns shall receive
a deed from the proper officer for said premises.

IN WITNESS WHEREOF, The Mortgagor s have hereunto set their hands and seals this
13th day of January 19 70.

(Seal) Milton R. Morris (Seal)
Milton R. Morris
(Seal) Barbara Jean Morris (Seal)
Barbara Jean Morris
(Seal)

46717

State of INDIANA, PORTER County, ss:

Before me, the undersigned, a notary public in and for said County, this 13th day of January, 1970, personally appeared Milton R. Morris and Barbara Jean Morris, husband and wife,

to me well known as the mortgager above named and acknowledged the execution of the foregoing mortgage.

WITNESS my hand and notarial seal the day and year last above written.

My Commission expires: September 17, 1972

Madeleine S. Brown Notary Public

Prepared by Franklin Petry, Atty.

State of _____, _____ County, ss:

Before me, _____ a notary public in and for said County, this _____ day of _____, 19____, personally appeared _____

to me well known as the mortgager above named and acknowledged the execution of the foregoing mortgage.

WITNESS my hand and notarial seal the day and year last above written.

My Commission expires: _____ Notary Public _____ 19____



MORTGAGE

SHORT FORM

Milton R. Morris

Barbara Jean Morris

TO

John Wagner and Lena Wagner

RECEIVED FOR RECORD

The _____ day of _____

A. D. 19____ at _____ o'clock _____ M.

and recorded in Record _____

page _____

Recorder of _____ County.

Handwritten initials