

803737

STATE OF ARIZONA  
COUNTY OF PIMA

I hereby certify that the within instrument was filed for record in Pima County, State of Arizona.

No. \_\_\_\_\_  
Book \_\_\_\_\_ Page \_\_\_\_\_

Witness my hand and Official Seal.

IDA MAE SMYTH  
County Recorder

Date: \_\_\_\_\_  
Request of: \_\_\_\_\_

Indexed	Paged	Blatted

By \_\_\_\_\_  
Deputy

LAWYERS TITLE  
MERRILLVILLE

WHEN RECORDED MAIL TO: 803737

### REALTY MORTGAGE

THIS MORTGAGE made this 14th day of October 1980 between DAVE HILLGER and IDA HILLGER, husband and wife,

(hereinafter referred to as the Mortgagor, and including heirs, executors, administrators, successors, and assigns of the Mortgagor) and THOMAS C. LESTER and KATHLEEN A. LESTER, husband and wife,

(hereinafter referred to as the Mortgagee, and including heirs, executors, administrators, successors, and assigns of the Mortgagee).

WITNESSETH: That the Mortgagor, for and in consideration of the sum of TWENTY ONE THOUSAND FOUR HUNDRED THREE AND 08/100

DOLLARS (\$ 21,403.08), lawful money of the United States, in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, and convey unto the Mortgagee that certain property lying and being in the County of ~~Marion~~ State of ~~Indiana~~, hereinafter referred to as said property, bounded and described as follows, to-wit: Indiana

Lots 9, 10, 11, 12, 13 and 14, Block "D" Johnson-Kennedy Estates, 2nd Subdivision shown in Plat Book 17, Page 15, Lake County, Indiana.

STATE OF INDIANA  
COUNTY OF LAKE  
FILED FOR RECORD  
OCT 22 8 59 AM '80  
WILLIAM BIELSKI JR  
RECORDER

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including all buildings and improvements now or hereafter erected thereon and all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the improvements on said property, water and water rights, pipes, flumes and ditches and the water flowing through the same; also all window shades, and all stoves, tanks, and heaters connected by water or gas pipes, thereunto belonging or in anywise appertaining, together with all and singular the tenements, hereditaments, appurtenances, and privileges, and the reversion, reversions remainder, remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the Mortgagee forever.

And the Mortgagor hereby covenants and warrants to be well and truly seized of a good and perfect title in fee simple to said property and to have good right and lawful authority to convey the same to the Mortgagee and that the title hereby conveyed is free, clear and unencumbered; and the Mortgagor will forever warrant and defend the same to the Mortgagee against all claims whatsoever.

This conveyance is intended as a mortgage to secure the payment of that certain promissory note given by the Mortgagor, a true copy of which note is hereto annexed and made a part hereof:

Secured by Mortgage re Lots 9, 10, 11, 12, 13 and 14 in Block "D" Johnson-Kennedy Estates, 2nd Subdivision, as shown in Plat Book 17, Page 15, Lake County, Indiana.  
PROMISSORY NOTE

\$21,403.08 Tucson, Arizona, October 14, 1980

For value received, DAVE HILLGER and IDA HILLGER, husband and wife,

Jointly and severally, promise to pay to the order of THOMAS C. LESTER and KATHLEEN A. LESTER, husband and wife,

at the office of  
in the City of Tucson, Arizona,  
the principal sum of TWENTY ONE THOUSAND FOUR HUNDRED THREE AND 08/100 DOLLARS  
with interest from October 15, 1980 at the rate of TEN (10%) per cent per annum

on all portions of said principal sum remaining from time to time unpaid, interest payable monthly.  
Said principal and interest shall be payable in installments of NOT LESS THAN TWO HUNDRED THIRTY SIX AND 42/100 (\$236.42) DOLLARS

each, the first of which installments shall be due November 15, 1980  
and the succeeding installments shall be payable monthly thereafter.

There shall be no penalty for prepayment.

Each payment shall be credited first on the interest then due, and the remainder thereof on the principal sum, and interest shall thereupon cease upon the amount so paid upon the principal sum. Should default be made in the payment of any of said installments when due, then the whole sum of principal and interest then unpaid shall become immediately due and payable at the option of the holder of this note. Or if the holder of this note so elect, the accrued interest shall become a part of the principal and shall bear like interest as the principal. Principal and interest payable in legal tender of the United States. Should time of payment be extended by agreement with any of the makers without the knowledge or consent of the others, after the said extension, the liability of all parties shall remain as if no extension had been made. The makers and endorsers hereby waive grace, prepayment, claim of homestead exemption, or rights of exemption, demand, notice of dishonor and protest. In case this note is placed in the hands of an attorney for collection we agree to pay a reasonable attorney fee.

*Dave Hillger*  
Dave Hillger  
*Ida Hillger*  
Ida Hillger

may become a lien on said property before the same shall become delinquent, and to insure at his own cost and charge and keep insured the buildings thereon against loss or damage by fire or other hazards in the sum of as may be required by the mortgagee

Dollars, in insurance companies represented by agency to be selected by the Mortgagee, and said insurance policies to be payable to the Mortgagee as his interest may appear; and in default thereof it shall be lawful for the Mortgagee to pay such taxes or assessments or effect such insurance, and the said taxes, assessments, and insurance premiums and other legal expenses, fees, costs, and charges paid for effecting the same, together with interest thereon at the rate of eight (8) per cent per annum, shall be a lien upon said property, added to the amount of said note and secured hereby.

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And the Mortgagor agrees to keep the buildings and other improvements on said premises in good repair, and neither to commit nor suffer any waste upon said premises, nor to do any other act whereby the property hereby conveyed shall become less valuable.

In the event there be a prior mortgage against said property or any other lien and such mortgage or lien becomes in default, then said Mortgagee is hereby authorized to pay such sum or sums as may be necessary to protect the security of this mortgage and any and all sums so paid shall be a lien upon said property, added to the amount of said note and secured hereby.

In the event default be made by the Mortgagor in the payment of any sum or sums hereinbefore provided for, it is hereby agreed that the rents from said property, if any, are hereby assigned unto the Mortgagee and shall be applied as received by the Mortgagee to the payment of any sum or sums then due under the terms of this mortgage.

And this instrument shall be void if said promissory note, principal and interest, and each and every of the payments and conditions herein contained, be well and truly paid when due and performed in manner and time, according to their true tenor and effect. But it is distinctly understood and agreed that if the interest on said promissory note or the principal thereof, shall not be punctually paid when the same shall become due, as in said promissory note mentioned, or if any of the conditions herein be broken or any payment be not made, including the said taxes, assessments, charges, liens, or insurance, then, and in such case, the principal sum of said note and the interest thereon, together with any other advances made, as herein provided, shall be deemed and taken to be wholly due and payable, and proceedings may forthwith be had by the Mortgagee for the recovery of the same, either by suit on said note or on this mortgage and note, and in any suit or other proceedings that may be had for the recovery of the said principal sum and interest thereon, it shall and may be lawful for the Mortgagee to include in the judgment that may be recovered all payments that the Mortgagor may be obliged to make for his security as hereinbefore provided, together with attorney's fees in a reasonable sum to be fixed by the court and expenses of a search of the title.

It is further understood that if more than one join in the execution hereof, or may be of the feminine or neuter gender, the pronouns and relative words herein used shall be read as if written in plural, feminine or neuter, respectively.

IN WITNESS WHEREOF, said Mortgagor has executed this instrument the day and year first above written.

DAVE HILLGER:

Dave Hillger

IDA HILLGER:

Ida Hillger

STATE OF ARIZONA }  
County of Pima } ss.

This instrument was acknowledged before me this 14<sup>th</sup> day of October, 1980  
by Dave Hillger and Ida Hillger, husband and wife.

Lorraine E. Hays  
Notary Public  
Lorraine E. Hays

My commission expires: June 1971

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_