

MAIL TO: THEODOROS, ANDERSON & TAUBER, P.C., 404 E. 86th Avenue  
Merrillville, IN 46410

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

# 645682 REAL ESTATE MORTGAGE

This indenture witnesseth that **DIANNE L. BOYLAN,**

of Lake County, Indiana, as MORTGAGOR,

Mortgages and warrants to **JAMES P. BOYLAN,**

of Lake County Indiana, as MORTGAGEE,

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

Lot 85 in Corrected Plat of Lawndale Gardens 4th Addition to Griffith, as per plat thereof, recorded in Plat Book 35, page 69, in the Office of the Recorder of Lake County, Indiana.

This real estate mortgage is given to secure the payment of a certain promissory note of even date herewith in which the mortgagor, Dianne L. Boylan, promises to pay to the order of the mortgagee, James P. Boylan, the sum of Eleven Thousand Sixty-Nine Dollars and Ten Cents (\$11,069.10), plus eight per cent (8%) interest per annum in cash as follows: Said sum shall be paid in cash upon the emancipation of the youngest child, Jessica D. Boylan, the remarriage of Dianne L. Boylan, the cohabitation of Dianne L. Boylan with an individual in a state equivalent to marriage, or the sale of the real estate commonly known as 1047 North Arbogast, Griffith, Indiana, 46319, whichever event occur first.

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
SEP 30 9 32 AM '81  
WILLIAM BIELSKI JR  
RECORDER

and the mortgagor expressly agrees to pay the sum of money above secured, without relief from valuation or appraisal laws, and upon failure to pay said note or any installment thereon as it becomes due, 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 said note shall be due and collectible, and this mortgage may be foreclosed accordingly. And it is further expressly agreed, that until said note is 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 his interest may appear and the policy duly assigned to the mortgagee, in the amount of Eleven Thousand Sixty-Nine Dollars and Ten Cents, and failing to do so, said mortgagee, may pay said taxes or insurance, and the amount so paid, with eight per cent interest thereon, shall be a part of the debt secured by this mortgage.

### Additional Covenants:

NONE.

State of Indiana, LAKE County, ss: Dated this 30th Day of September 19 81

Before me, the undersigned, a Notary Public in and for said County and State, this 30th day of September 19 81 personally appeared: **DIANNE L. BOYLAN,**

Dianne L. Boylan Seal  
**DIANNE L. BOYLAN**

and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires October 15 19 82

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Seal

Rhett L. Tauber  
**Rhett L. Tauber** Notary Public  
Resident of Lake County

This instrument prepared by Rhett L. Tauber, 404 E. 86th Avenue Attorney at Law  
Merrillville, IN 46410

MAIL TO: \_\_\_\_\_