

793596

# Real Estate Mortgage

This Indenture Witnesseth, That WAYNE BRICKER and CAROL BRICKER,  
Husband and Wife,

of LAKE County, in the State of INDIANA

Mortgage and Warrant to GLADYS ROSENBOWER

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:

That part of Lot 5 in Commissioners' Addition to Crown Point, as per plat thereof, recorded in Deed Record "D" page 323, in the Office of the Recorder of Lake County, Indiana, described as follows: Commencing at a point 110 feet West of the Northeast corner of said Lot 5; thence West 62 feet; thence South to the South line of said lot; thence East 62 feet; thence North to the place of beginning.

RUDOLPH CLAY  
RECORDER

FEB 27 11 03 AM '85

This Mortgage is security for a Promissory Note executed by the Mortgagors to the Mortgagee bearing even date herewith in the principal sum of \$1,000.00.

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 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 h interest may appear and the policy duly assigned to the mortgagee, to the amount of Dollars, and failing to do so, said mortgagee, may pay said taxes or insurance, and the amount so paid, with 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 26th day of February 1985.

(Seal) Wayne Bricker (Seal)  
WAYNE BRICKER  
(Seal) Carol Bricker (Seal)  
CAROL BRICKER  
(Seal) \_\_\_\_\_ (Seal)

STATE OF INDIANA, LAKE COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County, this.....  
26th.....day of.....February.....1985, came.....  
Wayne Bricker and Carol Bricker, Husband and  
Wife,

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

My Commission expires February 16, 1989

Karen L. Dewitt Notary Public  
Karen L. Dewitt  
A resident of Lake County

This instrument prepared by: Daniel Toomey, 7895 Broadway, Merrillville, IN



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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 SHOULD BE DONE BY A LAWYER.

## PROMISSORY NOTE

Secured by Real Estate Mortgage

\$ 1,000.00

Merrillville, Indiana,

February 26, 1985

I promise to pay to the order of **GLADYS ROSENBOWER**

the sum of **One-thousand Dollars (\$1,000.00)**

as follows: **PAYABLE** upon demand in one lump sum.

payable at **1024 West 109th Avenue, Crown Point, Indiana 46307**

With interest at the rate of \_\_\_\_\_ per cent per annum computed \_\_\_\_\_ during such period when there shall be no delinquency or default in the payment of any moneys to be paid on this obligation but with interest at the rate of eight per cent per annum computed semi-annually during such period when there shall be any delinquency or default in the payment of any moneys to be paid on this obligation and to be computed to the next interest period following such delinquency or default, and said rate shall continue to be paid until all delinquencies and defaults are removed by the beginning of a succeeding interest period, all without relief from Valuation and Appraisalment Laws, and with attorney's fees. Failure on the part of any holder to collect or charge the additional interest rate during any delinquency or default shall at no time constitute a waiver of his right, or any other holder's right, to demand and receive interest as provided herein.

Installment payments hereinabove provided shall be applied first to the payment of any unpaid interest, secondly to the unpaid balance of any other unpaid debt on account of this obligation, and thirdly the remainder to be applied on the unpaid principal of the debt until the same is paid in full.

Upon default in the payment of any installment or other payment herein required when the same shall become due, the entire unpaid principal, interest and other indebtedness on account of this obligation and mortgage securing the same shall, at the option of the holder thereof, become due and payable immediately without notice of nonpayment or demand for payment, and the entire indebtedness may be collected by appropriate proceedings. No failure on the part of the holder of this obligation in exercising said option to declare the whole of said indebtedness due or to proceed to collect the same shall operate as a waiver of the right to do so or preclude the exercise of such option at any time during the continuance of such default or the occurrence of a succeeding default. Advance payment may be made in any amount, and interest on such advance payments shall not be charged beyond the next succeeding interest period.

The holder of this obligation may renew the same or extend time of payment of the indebtedness or any part thereof or reduce the payments thereon; any and such renewal, extension or reduction shall not release any maker, endorser or guarantor from any liability on said obligation.

The drawers, sureties, guarantors and endorsers severally waive presentment for payment, protest, notice of protest and non-payment of this note. The receipt of interest in advance or the extension of time shall not release or discharge any surety, guarantor or endorser on this note.

This Promissory Note is secured by a Real Estate Mortgage executed by the Mortgagors to the Mortgagee bearing even date herewith.

Wayne Bricker  
WAYNE BRICKER  
Carol Bricker  
CAROL BRICKER

This instrument prepared by

Daniel Toomey

7895 Broadway, Merrillville, IN 46410

Attorney at Law