

93050941 REAL ESTATE MORTGAGE

This indenture witnesseth that RONALD L. MCGUIRE

of Port Charlotte, Florida, as MORTGAGOR,

Mortgage^s and warrant^s to DAVID WAMPLER and TONYA WAMPLER, husband and wife

of Cape Haze, Florida, Porter, ~~XXXXX~~ as MORTGAGEES,

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

Lot 11 in Block 5 in Mormac Fields Addition to the City of Valparaiso, as per plat thereof, recorded in Miscellaneous Record R, page 87, in the Office of the Recorder of Porter County, Indiana.



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
AUG 5 8 46 AM '93
SAMUEL ORLICH
RECORDER

and the rents and profits therefrom, to secure the payment, when the same shall become due, of the following indebtedness:

As evidenced by the attached Promissory Note.

Upon failure to pay said indebtedness as it becomes due, or any part thereof at maturity, or the taxes or insurance hereinafter stipulated, then said indebtedness shall be due and collectible, and this mortgage may be foreclosed accordingly. It is further expressly agreed that, until said indebtedness is paid, the Mortgagor will keep all legal taxes and charges against the real estate paid as they become due, and will keep the buildings thereon insured against fire and other casualties in an amount at least equal to the indebtedness from time to time owing, with loss payable clause in favor of the Mortgagee, and will, upon request, furnish evidence of such insurance to the Mortgagee, and, failing to do so, the Mortgagee may pay said taxes or insurance, and the amount so paid, with 10 percent interest thereon, shall become a part of the indebtedness secured by this mortgage.

Additional Covenants:

FLORIDA
State of ~~INDIANA~~, CHARLOTTE County, ss:

Dated this 28th Day of July 19 93

Before me, the undersigned, a Notary Public in and for said County and State, this 28th day of JULY 19 93 personally appeared: Ronald L. McGuire

Ronald L. McGuire Seal
RONALD L. MCGUIRE

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 JUNE 14, 19 94

Bette Jean McEwan Signature

Bette Jean McEwan Printed Name

Resident of CHARLOTTE County

This instrument prepared by MARK A. PSIMOS Attorney at Law

MAIL TO: PSIMOS & PSIMOS, 7863 Broadway, Suite 140, Merrillville, Indiana 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.

PROMISSORY NOTE

Secured by Real Estate Mortgage

Florida

\$ 12,500.00

Cape Haze, ~~FLORIDA~~

June 22 1993

I promise to pay to the order of DAVID WAMPLER and TONYA WAMPLER

the sum of Twelve Thousand Five Hundred and 00/100 (\$12,500.00)

as follows:

On demand

payable at


With interest at the rate of 10 per cent per annum computed annually during each period when there shall be no delinquency or default in the payment of any moneys to be paid on this obligation and with interest at the rate of 10 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 Usury and Appropriation 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 moneys owing for 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 drawer, 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.


Ronald L. McGuire
RONALD L. MCGUIRE

This instrument prepared by _____

Attorney at Law