

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

STATE OF INDIANA
LAKE COUNTY

PROMISSORY NOTE

2000 060109

2000 AUG 18 PM 3:49

The undersigned promises to pay to the order of John M. Turner

the sum of Thirty-five Thousand and no cents Dollars
(\$ 35,000.00), together with simple interest on the principal amount outstanding at the rate of ten percent
(10 %) per annum until this Note is paid in full, except during any period of default the interest rate shall be
Twelve percent (12 %) per annum.

Payment of this Note shall be made as follows (mark only one):

- On demand.
- On or before _____, at which time all principal and interest shall be paid in full.
- In _____ monthly installments of \$ _____ each, beginning _____, 199____ and continuing on the same day of each month until _____, at which time all remaining principal and interest shall be paid in full. This Note has been amortized over a period of _____ years.
- In _____ monthly installments of \$ _____ each, beginning _____, 199____, and continuing on the same day of each month until _____, at which time a final/balloon payment of \$ _____ shall be due, which shall pay this Note in full, if all monthly payments have been timely made. This Note has been amortized over a period of _____ years.
- Insert any other payment provisions here: See attached schedule of payments.
All payments described in said schedule shall become due, in advance, on the
1st day of each calendar month.

If any payment pursuant to this Note is not paid when due, the entire unpaid principal and interest shall, at the option of the holder of this Note ("Holder"), become immediately due and payable. Forbearance on the part of the Holder in accelerating or pursuing collection of this Note shall not operate as a waiver of the right to do so at any future date. Upon default, the Holder shall be entitled to recover all costs of collection, including, but not limited to, reasonable attorney fees. This Note is payable without relief from valuation or appraisal laws. This Note may be prepaid in full, or in part, without penalty. Payments shall be applied first to costs of collection, then to interest, then to principal.

Presentment, notice of dishonor and protest are waived by all makers, sureties, guarantors and endorsers of this Note. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, successors, assigns and legal representatives. This Note shall be governed by Indiana law. Time shall be of the essence. If this Note is inconsistent with any security agreement or mortgage, the provisions of this Note shall control.

[Mark the appropriate provision(s)]:

- This Note is unsecured.
- To secure the payment of this Note, the undersigned has granted a security interest in personal property described in a Security Agreement dated _____
- To secure the payment of this Note, the undersigned has granted a mortgage to Holder on real estate described in a Real Estate Mortgage dated April, 2000.

Additional Provisions: Any monthly payment not recieved in a timely fashion, shall have a late charge of \$40.00.

July 7th, 2000
Paid in full
Bonnie's Carlin's
John M. Turner Jr

Payment of this Note shall be made to the Holder at 117 Clear Springs, Montgomery, Texas 77356, or at such other address as the Holder may designate to the undersigned in writing.

This Note is executed on April, ~~199~~ 2000, at Valparaiso, Indiana.

Jerry L. Erny
(Signature)
Jerry L. Erny
(Name Printed or Typed)

Kathleen M. Erny
(Signature)
Kathleen M. Erny
(Name Printed or Typed)

This instrument prepared by: Michael A. Langer, 15 N. Washington St., Valparaiso, IN Attorney at Law

CAJST
10:00
AM



Official Stamp

2000 060109

STATE OF INDIANA
LAKE COUNTY
FILED TO RECORD

2000 AUG 18 PM 3:49

MORRIS W. CARTER
RECORDER

**Document Mail Back to
Information Sheet**

Document is
NOT OFFICIAL!

This is where you want the recorded document sent back to when it has completed the recording process.

Name KATHLEEN M. ERLNY

Address 9204 E. 93RD AVE

City St Zip CROWN POINT IN 46307

Telephone 219/942-6458

Signature Printed KATHLEEN M. ERLNY

Signature Written Kathleen M. Erlny

Date of Signature 8-18-00

Check Number _____

Check Amount CASH 10.00

Office Use Only

Check Equals Amount Due Yes No

Total _____

Initials AM