

000-414125 - NICOLET to GEORGEVICH

## Document

NOT OFFICIAL!

JAKE COUNTY TITLE COMPANY
A DE CHICAGO TITLE INSURANCE O

THE Document is the property of MORTGAGOE the Lake County Recorder!

TRIS AGREEMENT made this 22nd day of April 1970, between Charles F. Nicolet and Jean E. Nicolet, his wife of Naperville, Illinois hereinafter called the "Original Mortgagor", and George C. Georgevich and Radmila Georgevich, his wife of Munster, Indiana hereinafter called the "Owners", and METROPOLITAN LIFE INSURANCE COMPANY a corporation of the State of New York , hereinafter called the "Mortgagee",

WITNESSETH

THAT, WHEREAS, the Owners have purchased or are about to purchase the property

Lot 26, Fairmeadow Fourth Addition to the Town of Munszer, Block 2, as shown in Plat Book 37, Page 52; in Lake County, Indiana.

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in Lake County, State of Illinois , hereinafter called the "mortgaged property", which is subject to the lien of a mortgage dated December 29 , 19 67 , recorded registered on January 3 , 19 68, in the County of Lake State of Indiana where the property is situated, in Book/Valuer 1682 of the Page 194

, as Document Number 734558 or under Serial Number executed by Charles F. Nicolet and Jean E. Nicolet, his wife hereinafter called the "Original Mortgagor", conveying said property to secure the mortgage debt evidenced by one \_\_\_\_\_ principal promissory note for the total principal sum of NINETEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$19,500.00 ), payable as therein specified,

AND WHEREAS, said METROPOLITAN LIFE INSURANCE COMPANY is now the present owner and holder of said mortgage and note \_\_\_\_\_\_.

AND WHEREAS, the Owners have purchased or are about to purchase the property encumbered by said mortgage, and as part consideration therefor, have assumed the payment of said mortgage indebtedness; and on the representation of the Original Mortgagor and Owner to the Mortgagee that there is no second mortgage or other subsequent lien or claim of lien outstanding against the mortgaged premises, the Mortgagee has been requested to release the Original Mortgagor from further liability under said mortgage and to substitute the liability of the Owners for the liability of the Original Mortgagor with respect to all obligations now or hereafter to be performed by the Original Mortgagor by providing for the assumption of the unpaid balance of said mortgage by the Owners and for the release of the Original Mortgagor;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, it is agreed as follows:

**5**.

1. The Owners, for themselves and their heirs and assigns, hereby assume and agree to pay the unpaid principal balance amounting to NINETEEN THOUSAND SEVENTY AND 96/100 DOLLARS (\$19,070.96 ) of the mortgage debt, together with interest thereon from the first day of April , 19 70 , according to the tenor of

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said mortgage and note occurred assume and agreer to perform and complete all of the covenants and obligations set forth in said mortgage and said note \_\_\_\_\_, and agree there they shall be and are personally hiable thereon to the same extent as if they had originally executed said mortgage and note \_\_\_\_\_.

2. Upon the express condition that at the date hereof there is no existing second mortgage or other lien or right or claim of lien against the property described in the aforesaid mortgage, other than taxes and improvement or maintenance assessments; and upon the express condition that nothing herein contained and nothing done pursuant hereto shall affect or impair the priority or validity of the lien of its mortgage; and provided the above assumption agreement is valid and effective, the Mortgagee hereby releases the Original Mortgagor from all liability on the said mortgage and note \_\_\_\_, without, however, in any respect releasing, modifying, or impairing the lien of the mortgage of the mortgaged property.

3. The mortgaged property shall remain subject to the lien of the mortgage, and nothing contained herein or done pursuant hereto shall affect such lien or the priority thereof over other liens or shall release or affect the liability of any other person, firm, or corporation who may now or hereafter be liable on said mortgage and note \_\_\_\_\_, nor shall anything contained herein or done in pursuance hereof affect any other security or instrument, if any, held by the Mortgagee as security for the mortgage indebtedness or for the performance of any of the covenants of the note or mortgage.

4. All obligations of Owners hereunder shall be joint and several.

BY

5. As used herein, the word "mortgage" means and includes the mortgage, trust deed, deed of trust, mortgage deed, loan deed, or other instrument in the nature of a mortgage, by whatever name called, securing the mortgage debt, the word "note" (or "notes") means and includes every principal or interest note, bond, coupon or other instrument evidencing the mortgage debt, the singular includes the plural, and the plural includes the singular.

Mortgagor Charles F. Nicolet

Mortgagor Gharles F. Nicolet

Mortgagor Jean E. Nicolet

CONCE COMPLET (SEAL)

Owner George C. Georgevich

Owner George C. Georgevich

Radmula Georgevich

Owner Radmila Georgevich

METROPOLITAN LIFE INSURANCE COMPANY

ATTEST:

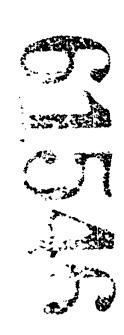
TITLE: ASSISTANT SECRETARY

R. L. McCormick

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Charles F. Nicolet		wife
foregoing instrument,	to be the persons whose names are sub appeared before me this day in person	and acknowledged
that they signed, seale	ed, and delivered the said instrument	as their free and ()
voluntary act for the i	uses and purposes therein set forth.	2:45
Given under	r my hand and notarial seal this 250	day of
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	Notary Public	
My commission expires:	Jan. 4, 1972	
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