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000-414125 - NICOLET to GEORGEVICH

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THIS 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 Munster, Block 2, as shown in Plat Book 37, Page 52, in Lake County, Indiana.



STATE OF ILLINOIS
LAKE COUNTY
FILED FOR RECORD

JUN 12 11 05 AM '70

ANDREW J. HIGENAK

in Lake County, State of Illinois, hereinafter called the "mortgaged property", which is subject to the lien of a mortgage dated December 29, 1967, recorded/registered on January 3, 1968, in the County of Lake State of Indiana where the property is situated, in Book/Vol. 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:

- 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, 1970, according to the tenor of

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said mortgage and note and assume and agree to perform and complete all of the covenants and obligations set forth in said mortgage and said note, and agree that they shall be and are personally liable 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 on 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.

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.

Charles F. Nicolet (SEAL)
Mortgagor Charles F. Nicolet
Jean E. Nicolet (SEAL)
Mortgagor Jean E. Nicolet
George C. Georgevich (SEAL)
Owner George C. Georgevich
Radmila Georgevich (SEAL)
Owner Radmila Georgevich

METROPOLITAN LIFE INSURANCE COMPANY
BY G. Lawrence
TITLE: INVESTMENT VICE-PRESIDENT REAL ESTATE FINANCING
Mortgagee

ATTEST:
R. L. McCormick
TITLE: ASSISTANT SECRETARY
R. L. McCormick

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STATE OF Indiana
COUNTY OF La Porte

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I, Chris S. Bouker, a Notary Public in and for said County, in the State aforesaid, do hereby certify that

Charles F. Nicolet and Jean E. Nicolet, his wife personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of April, 1970.

Chris S. Bouker
Notary Public

My commission expires: Nov. 4, 1972

STATE OF Indiana
COUNTY OF Lake

I, Paul H. Ladd, a Notary Public in and for said County, in the State aforesaid, do hereby certify that

George C. Georgevich and Radmila Georgevich, his wife personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of May, 1970.

Paul H. Ladd
Notary Public
Paul H. Ladd

My commission expires: 2/3/73

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss

I, Daniel J. Lane, a Notary Public, do hereby certify that G. Lawrence and

R. L. McCormick personally known to me to be the same persons whose names are, respectively as INVESTMENT VICE PRESIDENT REAL ESTATE FINANCING and Assistant Secretary of Metropolitan Life Insurance Company, a corporation of the State of New York, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said Corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of 27 TH DAY OF MAY 1970, 1970.

Daniel J. Lane
Notary Public

My commission expires: _____
DANIEL J. LANE
NOTARY PUBLIC, State of New York
No. 60-7417500 Qual. in Westchester Co.
Certificate filed in New York County
Commission Expires March 30, 1972

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