

#9-4008 1st Bank of Whiting
5191 W Lincoln Hwy, CA
Attn: Lucy
R. 56473

843117

J

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

MORTGAGE ASSUMPTION AGREEMENT

This agreement, made this 16th day of January, 1986 by and between RICHARD ^{W. CR} BOSS, and LILA M. BOSS, Husband and Wife, hereinafter called SELLERS; THE FIRST BANK OF WHITING, hereinafter called BANK; and HELEN MARIE BOSS, hereinafter called PURCHASER.

WHEREAS the SELLER is obligated and liable for the payment to BANK of a promissory note in the sum of SIXTY THREE THOUSAND AND 00/100 (\$63,000.00) Dollars, dated on or about July 19, 1977 signed by RICHARD W. BOSS and LILA M. BOSS, as makers, which note is secured by a mortgage instrument of same date and recorded July 27, 1977 as Document No. 419765 and the BANK now being the owner and holder of said promissory note and mortgage instrument having a balance due and owing in the sum of FIFTY TWO THOUSAND FOUR HUNDRED SEVENTY NINE and 68/100 (\$52,479.68) DOLLARS.

and
WHEREAS, the SELLER has sold and conveyed the real estate described in said mortgage instrument to the PURCHASER, by WARRANTY DEED and recorded as Document No.

and
WHEREAS, the SELLER, agrees to the assumption of the primary indebtedness said promissory note and/or mortgage instrument by the PURCHASER;

and
WHEREAS, the PURCHASER agrees to assume and pay the balance of said indebtedness evidenced by said promissory note and/or mortgage instrument and to perform all of the covenants of said mortgage at the times and in the manner provided:

STATE OF INDIANA
LANK COUNTY
RECORDER
FEB 28 10 55 AM '86
RUDOLPH CLAY

NOW, THEREFORE, in consideration of the premises, it is hereby agreed as follows:

- 1) That the PURCHASER hereby covenants, promises and agrees (a) to pay said promissory note in installments at the times, in the manner and in all respects as therein provided, (b) to perform each and all the obligations provided in said mortgage instrument to be performed by the SELLER at the time, in the manner and in all respects as therein provided, (c) to be bound by each and all the terms of the provisions of said mortgage and note instruments, all as though said promissory note and mortgage instrument, and each of them, had originally been made, executed and delivered by the PURCHASER.
- 2) That the real property described in the mortgage instrument shall remain subject to the lien of said mortgage instrument.
- 3) That this agreement applies to, inures to the benefit and binds all parties hereto and their respective heirs, legatees, devisees, administrators, executors, successor and assigns.

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ct

IN WITNESS WHEREOF, the parties set their hands this 16th day of January, 1986.

THE FIRST BANK OF WHITING

BY: *Joanne Tica*
Joanne Tica - Mortgage Loan Officer

Richard W. Boss
Richard M. Boss SELLER
w.

Lila M. Boss
Lila M. Boss SELLER

Helen Marie Boss
Helen Marie Boss, BUYER

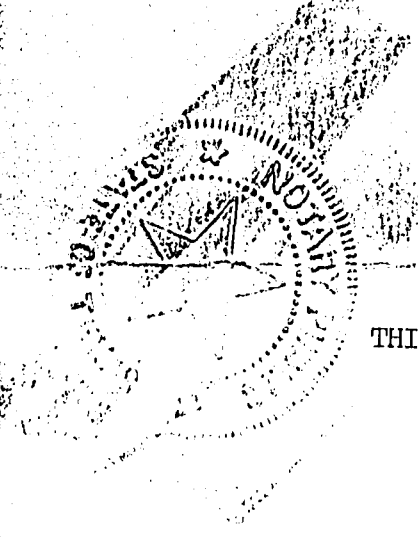
CONSENT OF MORTGAGOR

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Sworn to before me this 16th day of January, 1986, a Notary Public in and for said County and State.

My Commission expires:
JANET A. MORROW
Notary Public in and for the State of Texas
My Commission Expires 3/25/89.

Janet A. Morrow
Notary Public



THIS INSTRUMENT WAS PREPARED BY: Gerald R. Melle - Vice President