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ASSUMPTION AND MODIFICATION AGREEMENT

Peoples Fed Sav & Loan Assn
9204 Columbia Ave
Munster 46321

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

This agreement, made this 28th day of February, 1986 by Peoples Federal Savings and Loan association of Hammond, Indiana a United States Corporation, party of the first part, hereinafter called Mortgagee and Norvall White and Bertha White, husband and wife, Parties of the second part, hereinafter called Mortgagor, and Eugene T. Johnson and Cathy R. Johnson, husband and wife, Parties of the third part, hereinafter called Purchaser.

The parties hereto mutually stipulate as follows:

1. Mortgagor is indebted to Mortgagee under a certain promissory note dated October 11, 1984 in the principal amount of Fifty Four Thousand Dollars (\$54,000.00), said note being secured by a mortgage dated even therewith and recorded on October 16, 1984 as Document No. 776269 in the Office of the Recorder of Lake County, Indiana upon the following described real estate:

The South 165 feet of the North 990 feet of the West 528 feet of the North West 1/4 of the North West 1/4 of Section 26 Township 35 North Range 9 West of the 2 P.M. in Lake County, Indiana
Commonly known as: 8609 Cline St.
Scherverville, IN 46375

2. The Mortgagor has sold and conveyed to Purchaser all of the real property described in the said mortgage, and both Mortgagor and Purchaser have requested Mortgagee to enter into this Agreement.

STATE OF INDIANA
LAKE COUNTY
RECORDED
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RECORD CLERK

3. In consideration of the execution of this Agreement by Mortgagee, Purchaser is willing to assume the payment of the mortgage indebtedness due and owing from Mortgagor to Mortgagee as modified hereinbelow, such assumption having been agreed to by and between Mortgagor and Purchaser as part of the consideration for the conveyance of the mortgaged premises by Mortgagor to Purchaser.

4. Mortgagor and Purchaser represent to Mortgagee that there is no second mortgage or other subsequent lien now outstanding against the real property described in the aforesaid mortgage held by Mortgagee, and that the lien of the aforesaid mortgage held by Mortgagee is valid, first, and subsisting lien on said real property.

5. In consideration of the premises and of the mutual agreement herein contained, and upon the express condition (1) that the lien of the aforesaid mortgage held by Mortgagee is a valid, first lien and (2) that there is no second mortgage or lien to the mortgage held by mortgagee and further upon the express understanding that breach of either condition shall void this Agreement, the parties hereby agree to the following terms:

a. Assumption of Mortgage. Purchaser hereby covenants, promises, and agrees to be bound by each and every term of the aforementioned note and mortgage except as modified hereinbelow. The parties hereto recognize, however, the reduction of the principal amount of said note and the payment of interest thereon to the extent of the payments made by Mortgagor prior to the date of this Agreement.

b. Modification of Mortgage and Note. The parties hereto mutually agree that the Purchaser shall assume an outstanding principal balance of Twenty Seven Thousand Seven Hundred Dollars and 00/100 (\$27,700.00) on said mortgage which shall bear interest at a rate of Ten and three quarters percent (10.75%) from this date until said principal shall be paid in full. The principal and interest evidenced by said note and mortgage shall be paid in consecutive monthly installments of Three Hundred and Ten Dollars and 50/100 (\$310.50) beginning on the 1st day of April, 1986 and shall continue each month thereafter until the entire indebtedness due is paid in full except that any remaining indebtedness, if not sooner paid, shall be due and payable on March 31, 2001.

It is expressly understood and agreed that said mortgage and note shall remain in full force and effect in all respects. The covenants of said mortgage and note are expressly incorporated by reference herein.

c. Release of Mortgagor. In the event Mortgagee is required to take action to enforce collection of the indebtedness due under said mortgage, by foreclosure or otherwise, Mortgagee hereby agrees that it will never institute any action, suit, claim or demand, in law or equity, against Mortgagor, for or on account of any deficiency.

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