

997246 Warranty Deed

THIS INDENTURE WITNESSETH, That Rydel Martinez and Maria E. Martinez, husband and wife, as tenants by entireties

of Lake County, in the State of Indiana Convey and Warrant to

Jesus M. Soto and Anna A. Soto, husband and wife, as tenants by entireties of Lake County, in the State of Indiana, for and in consideration of the sum of Ten Dollars (\$10.00)

the receipt whereof is hereby acknowledged, the following described Real Estate in Lake County, in the State of Indiana, to-wit:

Lot 2, (except the Northwesterly 12 1/2 feet thereof), and Lot 3, Block 9, Tewes Park Addition, in the City of Hammond, as shown in Plat Book 20, page 22, in Lake County, Indiana. Key # 36-191-3

Also known as 1422 Michigan, Hammond, Indiana.

Subject to covenants, easements, and restrictions of record. Subject to 1987 taxes, payable in 1988, and all subsequent taxes.

ASSUMPTION CLAUSE

As a part of the consideration for this conveyance the Grantees herein expressly assume and agree to pay the balance owing on that certain promissory note dated August 21, 1978, in the original principal sum of \$27,550.00, secured by and fully described in the Mortgage of even date therewith recorded as Document No. 487284, in the Recorder's Office of Lake County, State of Indiana, and hereby expressly assume the obligation of Rydel Martinez and Maria E. Martinez, husband and wife, under the terms of the instruments creating said loan to indemnify the Federal Housing Authority to the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned, this agreement being evidenced by their acceptance of this deed.

RECORDED IN LAKE COUNTY RECORDS BOOK 46307 SEP 14 9 43 AM '88 WILLIAM A. BLASIER

In Witness Whereof, The said Rydel Martinez and Maria E. Martinez

have hereunto set their hand and seal, this 21st day of August 1987

Rydel Martinez (Seal) Maria E. Martinez (Seal)
Rydel Martinez (Seal) Maria E. Martinez (Seal)

FILED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER. STATE OF INDIANA, Lake COUNTY, IN:

SEP 13 1988

Before me, the undersigned, a Notary Public in and for said County, this 21st day of August 1987, came Rydel Martinez and Maria E. Martinez

and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

My Commission expires July 25, 1989

Betty J. Powell Notary Public
Betty J. Powell
Lake County Resident

This instrument prepared by: ESTELLE POWELL ATTORNEY AT LAW 1814-13611 Estelle Powe

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INDEMNITY AGREEMENT

Agreement made this 16th day of March, 1988 between Rydel Martinez and Maria E. Martinez of 1115 West 40th Place, City of Hialeah, County of Dade, State of Florida referred to as Indemnitors and Jesus M. Soto and Anna A. Soto of 1422 Michigan Avenue, City of Hammond, County of Lake, State of Indiana referred to as Indemnities.

In consideration of the Assumption Agreement whereby the Indemnities assumed the mortgage of the Indemnitors for property legally described as: Lot 2, (except the Northwesterly 12½ feet thereof), and Lot 3, Block 9, Tewes Park Addition in the City of Hammond, as shown in Plat Book 20, page 22, in Lake County, Indiana; also known as 1422 Michigan Avenue, Hammond, Indiana and other good and valuable consideration receipt of which is acknowledged, it is hereby agreed:

I. Liability Loss or Damages

The Indemnitors under this agreement agree to indemnify Indemnities from any and all liabilities, loss or damages Indemnities may suffer as a result of claim, demands, costs or judgments against Indemnities arising from a mortgage dated November 3, 1986 and recorded November 14, 1986 as document #886-070, made by Rydell Martinez and Maria E. Martinez to Fidelity Financial Services, Inc., to secure a note for Six Thousand Three Hundred Dollars and Ninety-One Cents (\$6,638.91) payable as was described in said mortgage note.

II. Duration

This indemnity under this agreement shall commence immediately and be effective as of August 21, 1987 and shall continue in full force until such time the Indemnitors have provided to the Indemnities a release of Mortgage from Fidelity Financial Services, Inc. or their assignees for payment of the mortgage document #886-070.

3. Requirement of Notice To Indemnitor

Indemnities agree to notify Indemnitors in writing, within fifteen (15) days by Registered Mail sent to Indemnitors address as stated in this agreement, of any claim made against Indemnities on the obligations indemnified against.

In witness whereof, the parties have executed this agreement by mail whereby the Indemnitors have signed said agreement in Hialeah, Florida and the Indemnities have signed their name to this written agreement at Hammond, Indiana.

Signed by the Indemnitors on the 16th day of March 16, 1988.

Rydel Martinez  
Rydel Martinez

Maria E. Martinez  
Maria E. Martinez

Signed by the Indemnities on the 12th day of April 12, 1988.

Jesus M. Soto  
Jesus M. Soto

Anna A. Soto  
Anna A. Soto