

91060192

ASSUMPTION AGREEMENT

This agreement, made this 12TH day of November, 1991 by Peoples Bank, A Federal Savings Bank of Munster, Indiana a United States Corporation, hereinafter called the Bank and Charles J. Johnson, hereinafter the Purchaser and Charles Kluko and Betty Kluko, Husband and Wife, hereinafter the Mortgagor.

The parties hereto mutually stipulate as follows:

1. Charles Kluko and Betty Kluko, Husband and Wife are indebted to Bank under a certain promissory note dated September 4, 1986 in the principal amount of Twenty Thousand and 00/100 (\$20,000.00) and said note being secured by a mortgage dated even therewith and recorded on September 10, 1986, as Document No. 874162 in the Office of the Recorder of Lake County, Indiana on the following described property:

LOT 50 AND THE SOUTH HALF OF LOT 51, BLOCK 9, FRANKLIN ADDITION TO THE CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 4, PAGE 16, IN LAKE COUNTY, INDIANA. Commonly known as: 6223 Monroe Street, Hammond, Indiana 46324.

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.

3. In consideration of the sale described above, Charles J. Johnson hereby assumes the indebtedness of Charles Kluko and Betty Kluko, Husband and Wife to Peoples Bank, A Federal Savings Bank.

4. Peoples Bank, A Federal Savings Bank agrees to the assumption of the indebtedness owed under said note and hereby releases Charles Kluko and Betty Kluko, Husband and Wife of any further liability.

5. Charles J. Johnson promises and agrees to be bound by each and every term of the aforementioned note and mortgage. 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.

6. Charles J. Johnson further agrees that the principal balance due on the note as of November 12, 1991 is Eighteen Thousand Seven Three Dollars and 64/100 (\$18,073.64 with interest at a rate Ten and 125/100 (10.125%) per annum. Principal and interest shall be paid by Charles J. Johnson in consecutive monthly installments of One Hundred Ninety Four and 69/100 (\$194.69), beginning on January 1, 1992 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 January 31, 2007.

In Witness Whereof, the parties have set their hands and seals hereto.

Charles Kluko by Betty Richmond POA  
Charles Kluko

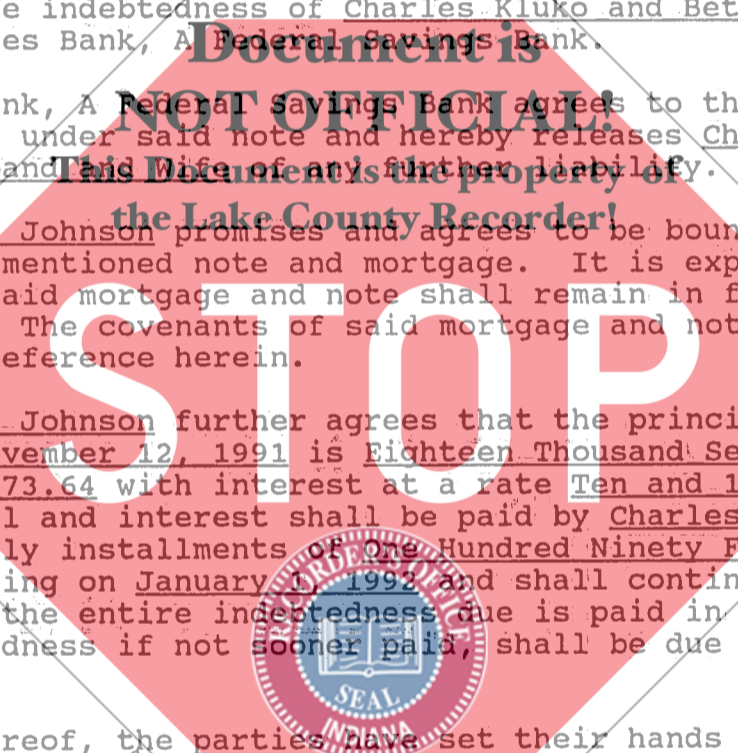
Peoples Bank, A Federal Savings Bank

Betty Kluko by Betty Richmond POA  
Betty Kluko

BY: Daniel W. Moser  
Daniel W. Moser

Charles J. Johnson  
Charles J. Johnson

INDIAN TITLE INSURANCE COMPANY INDIANA DIVISION



The undersigned hereby certifies that to the best of his or her knowledge and belief that a certain Power of Attorney dated Oct. 9, 1989 and recorded Nov. 21, 1991, as Document No. 91059888 has not been revoked by the death or incompetence of the principal, nor by voluntary revocation of the principal.

COUNTY OF LAKE )  
STATE OF INDIANA )

Before me, the undersigned, a Notary Public in the aforesaid County and state, on this 12th day of November, 1991, personally appeared Charles Kluko and Betty Kluko by Betty Richmond, their Power of Attorney, and Daniel W. Moser and acknowledged the execution of the assumption agreement dated November 12, 1991.

Witness my hand and official seal.

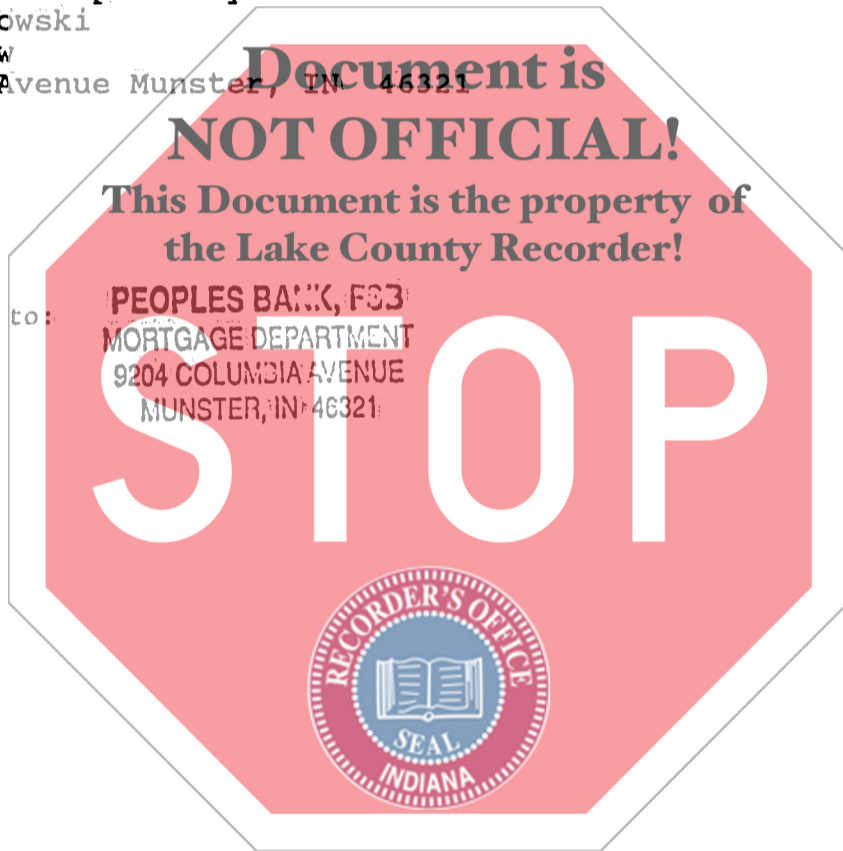
Elizabeth A. Ehlin  
Notary Public

Elizabeth A. Ehlin  
Printed Signature

My Commission Expires: 9-28-93

County of Residence:  
Lake

This Instrument Prepared By:  
Frank J. Bochnowski  
Attorney at Law  
9204 Columbia Avenue Munster, IN 46321  
(219) 836-9690



2-1007809-5 Return to: