GREEMENT, made this <u>5th</u> day of <u>FEBRUARY</u>

19 92, by BANK OF HIGHEAND, Highland, Indiana, hereinafter

referred to as "Mortgagee", and <u>MARK F. KRUMM AND SHARON D. KRUMM</u>, HUSBAND AND WEFE, AS TO AN UNDIVIDED 1/2 AND MARK W. SCHNATTH, AS TO AN UNDIVIDED: 1/2, AS TENANTS IN COMMON , hereinafter referred to

as "Mortgagors", and ROBERT D. HUIZENGA AND JOY E. HUEZENGA,

, hereinafter HUSBAND AND WIFE .

referred to as "Purchasers".

## WITNESSETH THAT:

WHEREAS, Mortgagors are Indebted to Mortgagee under a certain note dated MAY 10, 1985, in the principal amount of ONE HUNDRED STXTY FIVE THOUSAND AND NO/100 , Dollars (\$-165,000) OG aid note being secured by a mortgage dated even therewith and record 805766 Document is the property of Document No. LAKE, Count then Links Gottinton Restate leting common by known as \_ 2834 - 165TH STREET, HAMMOND, TNDTANA 46323

WHEREAS, Mortgagors have sold and conveyed to Purchasers all of the real property hereinabove described, and both Mortgagors and Purchasers have requested Mortgagee to enter into this agreement:

WHEREAS, in consideration of the execution of this agreement by Mortgagee, Purchasers are willing to assume the payment of the mortgage indebtedness due and owing from Mortgagors to Mortgagee, such assumption having been agreed to by and between Mortgagors and Purchasers as part of the consideration for the conveyance of the mortgaged premises by Mortgagors to Purchasers;

WHEREAS, Mortgagors and Purchasers 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 a valid, first, and subsisting lien on said real property;

NOW, THEREFORE, IN CONSIDERATION of the promises and of the mutual convenants contained herein, and upon the express condition that the lien of the aforesaid mortgage held by Mortgagee is a valid, first lien and 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 agree to the following terms and conditions:

- promise and agree to be locally achievery term of the aforementioned note and nortage F The parties hereto recognize, however, the Telical occument in the payment of interest thereon to the extent of the payments made by Mortgagors prior to the date of this agreement.
- parties hereto mutually agree that the Purchasers shall assume an outstanding principal balance of ONE HUNDRED EIGHTEEN THOUSAND SIX

  HUNDRED TWENTY & 59/100\*(\$ 118,620.) One and mortgage which shall bear interest at a rate of Tin Annous-EALF Per Cent ( 10.50 %) from this date until said represent and accrued interest shall be paid in full. The current principal and interest evidenced by said note and mortgage, subject to change JUNE 1, 1994

  shall be paid in consecutive monthly installments of ONE THOUSAND SEVEN HUNDRED SEVENTY THREE & 68. (\$ 1,773.68 ), on the lst day of each month, beginning on FEBRUARY 1, 1992, and a like sum on the same day of each month thereafter until the entire indebtedness, including but not limited to unpaid principal and interest as herein

provided is paid in full.

3. Purchasers hereby agree to insure, in a sufficient amount, the improvements on said real estate against fire and tornado and such other insurance as may be recommended or required to the satisfaction of the Mortgagee, in a company or companies approved by said Mortgagee, each of said policies to have attached thereto a mortgage clause, as prescribed by said Mortgagee making said insurance payable to said Mortgagee "as its interest may appear", and to continue to insure such property during the existence of the said obligation, and to keep said insurance policies, and the renewal thereof, on deposit in the office of said Mortgagee at all times during the life of said mortgage loan.

Document is

- 4. The Mortgagors hereby certify that all taxes and special This Document is the property of assessments which were due on said property on the last tax paying date, to wit: NOVEMBER 10 , 19 91 , have been paid to the County and City Treasurer, except: NONE .
- 5. It is further expressly understood and agreed that said mortgage shall remain in full force and effect in all respects as if the said principal sum had originally been payable on

  JUNE 1 , MAX 2000 the covenants of said mortgage are expressly incorporated by reference herein and the parties do not intend that a new mortgage be created hereby.
- 6. Reservation of Rights Against Mortgagors. This agreement is made under the express condition that it shall not be construed as precluding Mortgagee, its successors or assigns, from enforcing any rights against Mortgagors who are liable on the obligation, and this agreement does not release from personal liability Mortgagors who are already liable for the payment thereof.
- 7. This agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties.  $\epsilon$

IN WITNESS WHEREOE, the parties hereto have executed this instrument at Highland, Indiana, the day and year first above-written.

Montgagee:
BANK OF HIGHLAND, HIGHLAND, INDIANA
BY: Gregory brace Assistant Vice President
Mark H. / Summer Markey Schwarth
Mortgagor MARK F. KRUMM Mortgagor MARK W. SCHNAITH
Maron W. Rugen Document is
Mortgagor SHAROW DE KRUMM OFFICIAL!
Cob on de se
Purchaser Romannent is the property of
the Lake County Recorder!
Purchasek JOY E. JUIDENGA
STATE OF INDIANA ) SS:
COUNTY OF LAKE
Before me, the undersigned, a Notary Public in and for said
County and State, personally appeared MARK F. KRUMM, SHARON D. KRUMM MARK W. SCHNATTH
MARK W. SCHNATTH  JOY E. HUTZENGA  TOTAL CROSGORY BRACCO  ,
ASSISTANT VICE PRESIDENT , for the lank of Highland, and
acknowledged the execution of the foregoing Assumption Agreement
this 5TH day of FEBRUARY 19892
WITNESS my hand and notarial gallenning
WITHISS My hand and notation many
Just C. Oll
JOSEPH Q. LOKER Notary Public
COUNTY OF RESIDENCE: LAKE

This instrument prepared by: Rhett L. Tauber, Attorney at Law 8935 Broadway, Merrillville, IN