

(WITHOUT RELEASE FROM OBLIGATION OF DENNIS J. & LYNN E. VENTIMIGLIA)

Property Address: 1117 175th Street, Hammond, Indiana 46324

WHEREAS: CALUMET NATIONAL BANK  
1806 ROBINHOOD BLVD.  
SCHERERVILLE, INDIANA 46375

LOANED: DENNIS J. & LYNN E. VENTIMIGLIA

THE SUM OF Twenty Nine Thousand and 00/100 Dollars (\$29,000) as evidenced by a note and mortgage dated December 23, 1992, said mortgage being duly recorded on December 28, 1992 as document number 92082653, made by Dennis J. Ventimiglia and Lynn E. Barczak Ventimiglia, husband and wife, to Calumet National Bank.

Whereas the Calumet National Bank has been awarded a Default Judgement in Lake Superior Court, Room Five Hammond, IN (Cause No. 45D05-9401-CP-147) in an amount of \$34,567.70 against Dennis J. & Lynn E. Ventimiglia. Mr. Laurence A. Hlista, ~~husband and wife~~, desires to assume this obligation and agree to pay said indebtedness to Calumet National Bank at the original interest rate of 7.75% (fixed). It is understood as of February 1, 1995, the said principal indebtedness is Twenty Eight Thousand Seven Hundred Eighty and 09/100 Dollars (\$28,780.09). \*Hlista and Ronald Hlista,

THEREFORE, FOR AND IN CONSIDERATION OF Ten Dollars (\$10.00) and other good and valuable considerations, the undersigned persons hereby assume and agree to pay the indebtedness and perform all of the obligations provided in the original note and mortgage, including:

1. To pay current the arrearage of \$5,787.61, accumulating from accrued interest, late fees, attorney fees and costs. This amount is the difference between the Default Judgement Amount of \$34,567.70 and the current principal amount as of February 1, 1995 in the amount of \$28,780.09.
2. To make monthly principal and interest payments of \$406.29, beginning March 1, 1995, and continuing each month thereafter until maturity date of January 1, 2001. A late fee amount of 55 of the payment amount will be assessed for a payment received after the 15th day in which payment is due.
3. This lender will not escrow for taxes and hazard insurance. It is the responsibility of the purchaser signing below to pay these items and keep them in a current status.
4. The undersigned purchaser will provide this lender with proof of hazard insurance and an endorsement of Calumet National Bank, its successors and/or assigns to their hazard insurance policy and have coverage on the dwelling in an amount no less than \$32,000.

IN ALL OTHER respects, all terms and conditions of said note shall remain in full force and effect. This assumption by said parties shall bind it, and certain guarantors.

THE BORROWERS agree that the present liability under said mortgage loan shall not be impaired, prejudiced or affected in any way whatsoever by this agreement, or by sale or conveyance of said premises, or by the assumption by the purchaser of said mortgage loan, or by any subsequent change in the terms, time, manner or method of payment of said indebtedness, or any part thereof, contracted by the lender and the purchaser or transferees of the purchaser, whether or not such changes of such transfers have been consented to by the borrower.

IN WITNESS WHEREOF, the seller hereunto executed this instrument, this 12<sup>th</sup> day of January, 1995.

Dennis J. Ventimiglia  
Dennis J. Ventimiglia

Lynn E. Ventimiglia  
Lynn E. Ventimiglia

IN WITNESS WHEREOF, the purchaser hereunto executed this instrument, this 12<sup>th</sup> day of January, 1995.

Laurence A. Hlista  
Laurence A. Hlista

Ronald Hlista  
Ronald Hlista

STATE OF INDIANA  
COUNTY OF LAKE

Before me, the undersigned Notary Public, on this JANUARY 12, 1995, personally appeared Dennis J. Ventimiglia and Lynn E. Ventimiglia, husband and wife, and Laurence A. Hlista and Ronald Hlista, and acknowledged the execution of the foregoing instrument.

MY COMMISSION EXPIRES APRIL 18, 1995  
MY RESIDENCE IS LAKE COUNTY

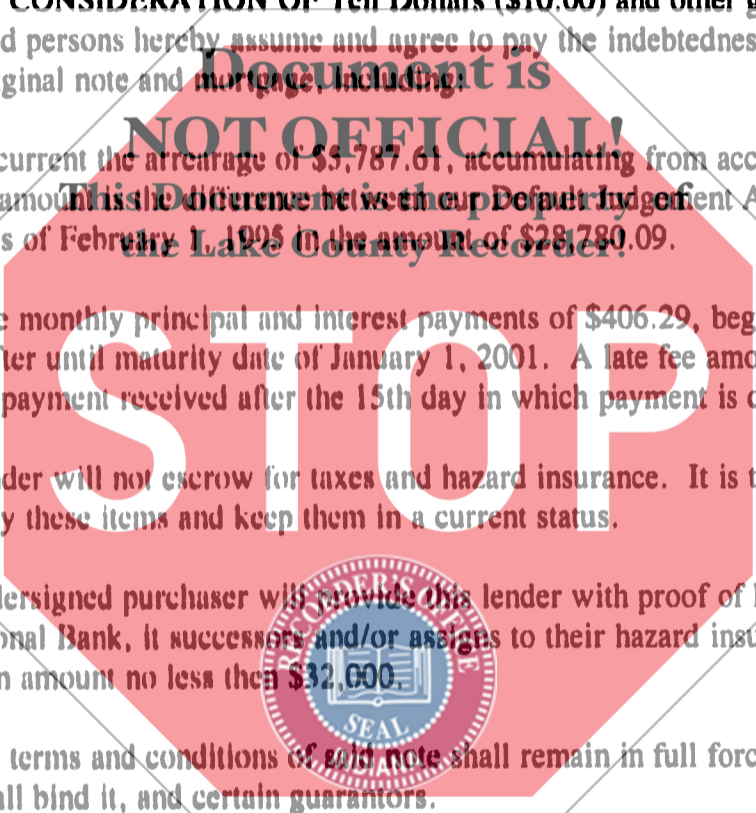
Arlyne K. Royal  
Notary Public ARLYNE K. ROYAL

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FILED FOR RECORD

Chicago Title Insurance Company OF INDIANA LAKE COUNTY



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