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INDIANA
LAKE COUNTY
FILED FOR RECORD

96021905

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MARGARETTE CLEVELAND
RECORDER

LAWYERS TITLE INS. CO. OF
ONE PROFESSIONAL CENTER
SUITE 210
BROWN POINT, IN 46207

WHEN RECORDED RETURN TO:
CHARLES F. CURRY COMPANY
ATTN ASSUMPTION DEPARTMENT
P.O. BOX 419888
KANSAS CITY, MISSOURI 64141

CFC # 17313170-20806

AGREEMENT FOR SUBSTITUTION OF LIABILITY

THIS AGREEMENT, made and entered into this 27th day of MARCH, 1996,
by and between ACKUANETTA W. WALLS,

an unmarried person,

First Parties, and JOHNY VICTOR CIFAX,
a married person,

Second Parties, and CHARLES F. CURRY COMPANY, a Missouri Corporation.

WITNESSETH:

WHEREAS, Heretofore and on the 14th day of OCTOBER, 1993, First Parties made, executed and delivered to CHARLES F. CURRY COMPANY as mortgagee or beneficiary, their certain Mortgage conveying the real estate described therein to said mortgagee or beneficiary, to secure an indebtedness in the sum of \$ 61,388.00, evidenced by a certain promissory note of even date therewith, which DEED OF TRUST/MORTGAGE/SECURITY DEED was filed for record in the office of the Recorder Office of INDIANA County, State of INDIANA, in Volume 96021905 Page NA.

WHEREAS, Third Party is now the owner and holder of said note and said DEED OF TRUST/MORTGAGE/SECURITY DEED securing same; and

WHEREAS, First Parties have sold or are about to sell and convey the real estate described therein, together with all improvements and appurtenances thereunto belonging, to Second Parties and Second Parties have agreed to assume and pay the balance of said indebtedness secured thereby and evidenced by said note, the same being part of the consideration for the purchase of said property; and

WHEREAS, Second Parties desire to assume and pay the indebtedness evidenced by said note and DEED OF TRUST/MORTGAGE/SECURITY DEED in consideration of Third Party releasing First Parties from any further personal liability upon said note and said DEED OF TRUST/MORTGAGE/SECURITY DEED given to secure same.

NOW, THEREFORE, for and in consideration of Third Party releasing First Parties from all personal liability upon the indebtedness hereinabove referred to, Second Parties do hereby assume and agree to pay the unpaid principal balance owing on said note and instrument securing same, together with all interest, attorney's fees, costs and other charges provided therein, and Second Parties do covenant and agree with Third Party that the hereinabove described lien shall be and continue to be a first and prior lien upon the property with the same force and effect as though Second Parties had signed the note and instrument securing same as makers in the first instance.

ASSUMPTION (ALL STATES & INVESTORS)

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(1 OF 3)

1400 4/10

First Parties do hereby transfer and convey to Second Parties all their right, title and interest with respect to any payment heretofore or hereafter received by Third Party in connection with the above described note and instrument securing same.

In consideration of Second Parties assuming the indebtedness and the obligations of First Parties, Third Party does hereby release First Parties from any and all personal liability upon said indebtedness as evidenced by said note and the instrument securing same and agrees with First Parties, from and after this date, that it will look solely to Second Parties for payment and satisfaction thereof.

It is further agreed that no representatives or warranties with respect to the condition or the improvements upon the property have been made by First Party or Third Party, and that Second Parties have inspected said improvements and accept the same in the condition existing at the date hereof, without reservation or qualification.

It is further agreed that nothing herein contained shall in anywise affect, change, diminish, or impair with the lien or said DEED OF TRUST/MORTGAGE/SECURITY DEED and that the same is valid and subsisting.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

John Victor Cifax
JOHNY VICTOR CIFAX

ACKUANETTA W. WALLS McLaurin, who took title as Ackuanetta Walls

ATTEST: Joan Tolliver
Joan Tolliver, Assistant Secretary

CHARLES F. CURRY COMPANY

BY Donna G. Caldwell
Donna G. Caldwell, Vice President

ACKNOWLEDGEMENT - First Parties

STATE OF Indiana }
COUNTY OF Lake }SS

BEFORE ME, the undersigned authority, on this day personally appeared ACKUANETTA W. WALLS McLaurin, an unmarried person, who took title as Ackuanetta Walls known to me to be the person(s) whose name(s) are subscribed to the foregoing instruments and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of MARCH, 1996.

Jacalyn L. Smith
Notary Public
in and for Lake County, Indiana

MY COMMISSION EXPIRES 12/08/99
ASSUMPTION (ALL STATES & INVESTORS)

JACALYN L. SMITH
NOTARY PUBLIC STATE OF INDIANA
Resident of Lake County
My Commission expires on March 8, 1999

ACKNOWLEDGEMENT - Second Parties

STATE OF INDIANA
COUNTY OF LAKE } SS

(Signature)

BEFORE ME, the undersigned authority, on this day personally appeared JOHN VICTOR CIFAX, a married person known to me to be the person(s) whose name(s) is subscribed to the foregoing instruments and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of March, 1996.

(Signature)
Notary Public
in and for Lake County, Indiana

MY COMMISSION EXPIRES

12/08/99

Document is NOT OFFICIAL!
JACALYN L. SMITH
NOTARY PUBLIC STATE OF INDIANA
Notary Public for Lake County
Expires December 8, 1999

This Document is the property of the Lake County Recorder!
CORPORATION ACKNOWLEDGEMENT - Third Party

STATE OF MISSOURI }
COUNTY OF JACKSON } SS

BEFORE ME, the undersigned authority, on this day personally appeared Donna G. Caldwell known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of the Charles F. Curry Company, a party thereto, and acknowledged to me that she executed the same as Vice President for the said Charles F. Curry Company, and as the act and deed of Charles F. Curry Company, a corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26TH day of MARCH, 1996.

(Signature)
Mary Jo Cusumano, Notary Public
in and for Jackson County, Missouri

MY COMMISSION EXPIRES
June 24, 1999

ASSUMPTION (ALL STATES & INVESTORS)

(3 OF 3)

Instrument Prepared by: J. Yates