

PREPARED BY H SHAFFER

RETURN TO -- First Nationwide Mortgage Corp.
PO Box 9481, Department 0054
Galthersburg, Maryland 20898-9481
683-8166

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
TO BE RECORDED

97083247
ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY

THIS AGREEMENT, made this 24th day of October, 1997, by and among
Debra E. Murrell ("Sellers"),
Alonzo Brown Jr ("Purchasers"),

357582 LOT 105 EXCEPT EAST 64.8 FEET AND EAST 55 FEET OF LOT 106
WITNESSETH FAIRVIEW IN THE CITY OF GARY AS SHOWN IN PLAT BOOK 24 PAGE 67 LAKE COUNTY
INDIANA

WHEREAS, Purchaser(s) has purchased from the Seller(s) real property located at 1138 East 49th Ave Gary IN 46408 as set forth in the security instrument ("Security Instrument") dated June 1, 1976, which was recorded among the Land Records of Lake County, State of IN; and

WHEREAS, on June 1, 1976, a note ("Note") covered by the security instrument was executed by the "Sellers" in the original amount of \$ 17,400.00, payable in monthly installments of principal and interest in the amount of \$ 133.81 each, commencing on the first day of August, 1976 and continuing monthly thereafter until the first day of January, 2006, when the principal and interest are fully paid. The outstanding balance of the Note as of the date hereof is \$ 9,432.62; and

WHEREAS, Purchaser desires to assume and to agree to pay the indebtedness and to perform all of the terms and conditions of the said note and security instrument.

NOW, THEREFORE, in consideration of one and more dollars (\$1.00+) and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. Purchaser assumes and agrees to pay the indebtedness evidenced by the said Note according to the terms of the Note and agrees to keep and to perform all of the covenants and conditions of the security instrument according to the provisions thereof and agrees to be bound thereby with the same force and effect as though the Purchaser had been the original maker of the Note and security instrument.
2. Seller and Purchaser severally represents, warrant, and agree they have no offsets or defenses of any kind against enforcement of the said Note and security instrument which shall remain and continue in full force and effect hereby approved, ratified, and confirmed.
3. Lender understands and agrees that by the execution of this Agreement the Seller is no longer personally liable to pay the indebtedness evidenced by the said Note and is released from liability.
4. The liability of those signing this Agreement as Purchaser shall be joint and several.
5. The word "Note" as used in this Agreement shall be construed to mean the note, bond, or any other written instrument which evidences the indebtedness referred to herein. The words "Security Instrument" as used in the Agreement shall be construed to mean the mortgage, deed of trust, or other written instrument which secured the indebtedness referred to herein.
6. Whenever appropriate, the singular number shall include the plural and the plural the singular.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement the day and year first above written.

Debra E. Murrell
Seller: Debra E. Murrell

Alonzo Brown Jr
Purchaser: Alonzo Brown Jr

Seller:

Purchaser:

First Nationwide Mortgage Corporation,

By: Susan L Newberry Susan L Newberry, Assistant Vice President

STATE OF INDIANA } SS:
COUNTY OF LAKE

On this 24th day of October, 1997, before me, the undersigned officer, personally appeared Alonzo Brown Jr (Borrowers) and Debra E. Murrell (Sellers), known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

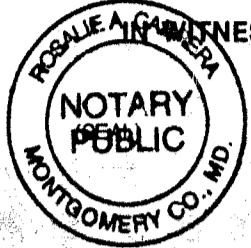
Sherie Barnett
NOTARY PUBLIC SHERIE BARNETT

MY COMMISSION EXPIRES: JUNE 17, 2000

STATE OF MARYLAND
COUNTY OF MONTGOMERY

} SS:

On this 11TH day of NOVEMBER, 1997, before me, the undersigned officer, personally appeared Susan L Newberry, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged that he/she executed the same for the purposes therein contained.



IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Rosalie A. Cabrera
NOTARY PUBLIC

MY COMMISSION EXPIRES: Commission Expires:
3-10-98