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MORRIS W. GANTER
RECORDER

Cross Reference Instrument #97006492
Cross Reference Instrument #97006493

ASSUMPTION
OF NOTE, MORTGAGE AND ABSOLUTE ASSIGNMENT OF RENTS AND LEASES

THIS ASSUMPTION OF NOTE, MORTGAGE AND ABSOLUTE ASSIGNMENT OF RENTS AND LEASES (the "Agreement") is executed this ^{June} ~~20th~~ day of ~~May~~, 2000, by and between **JOVAN TICA**, having his principal offices at 3902 Main Street, East Chicago, IN 46312-2446 (hereinafter referred to as "Assuming Obligor"), and **NATIONAL CITY BANK OF INDIANA**, a national banking association, having its principal banking offices at 101 West Washington Street, Indianapolis, IN 46255 (hereinafter referred to as "Bank").

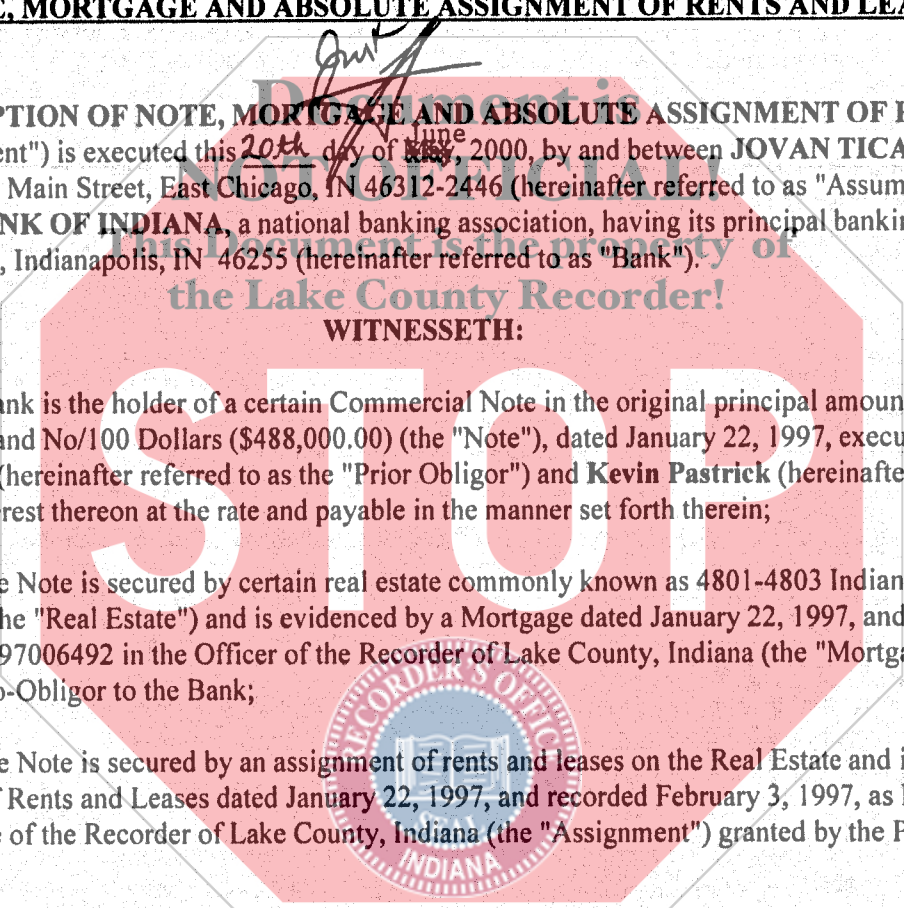
WITNESSETH:

WHEREAS, Bank is the holder of a certain Commercial Note in the original principal amount of Four Hundred Eighty Eight Thousand and No/100 Dollars (\$488,000.00) (the "Note"), dated January 22, 1997, executed jointly and severally by **John Tica** (hereinafter referred to as the "Prior Obligor") and **Kevin Pastrick** (hereinafter referred to as the "Co-Obligor"), with interest thereon at the rate and payable in the manner set forth therein;

WHEREAS, the Note is secured by certain real estate commonly known as 4801-4803 Indianapolis Boulevard, East Chicago, Indiana (the "Real Estate") and is evidenced by a Mortgage dated January 22, 1997, and recorded February 3, 1997, as Instrument #97006492 in the Office of the Recorder of Lake County, Indiana (the "Mortgage") granted by the Prior Obligor and Co-Obligor to the Bank;

WHEREAS, the Note is secured by an assignment of rents and leases on the Real Estate and is evidenced by an Absolute Assignment of Rents and Leases dated January 22, 1997, and recorded February 3, 1997, as Instrument #97006493 in the Office of the Recorder of Lake County, Indiana (the "Assignment") granted by the Prior Obligor and Co-Obligor to the Bank;

WHEREAS, the Prior Obligor and the Co-Obligor owned the Real Estate as tenants in common, each with a fifty percent (50%) undivided interest in the fee simple title to the Real Estate, and Prior Obligor has transferred his interest in the fee simple title of the Real Estate to Assuming Obligor pursuant to a Warranty Deed, dated February 28, 1998, which was duly recorded April 16, 1998, as Instrument #98026989 in the Office of the Recorder of Lake County, Indiana; and



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WHEREAS, the Prior Obligor is now deceased and the Assuming Obligor desires that the Bank consent to Prior Obligor's transfer of his interest in the Real Estate and allow Assuming Obligor to assume all joint and several obligations of Prior Obligor under the Note, Mortgage and Assignment; and

WHEREAS, Bank is willing to consent to such transfer and agree to such assumption subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. The Bank hereby consents to the Prior Obligor's transfer of his interest in the Real Estate to Assuming Obligor.
2. The Assuming Obligor hereby assumes and agrees to pay and perform when due all joint and several obligations of the Prior Obligor as evidenced by or in connection with and according to the terms of the Note, Mortgage and Assignment, and shall hereby become a primary obligor under the Note, Mortgage and Assignment together with the Co-Obligor.
3. The Assuming Obligor hereby mortgages and warrants to Bank his interest in the Real Estate to secure all present and future obligations of Prior Obligor, Assuming Obligor and Co-Obligor to Bank, whether joint or several, including without limitation all obligations under the Note, Mortgage and Assignment, and all renewals, extensions, amendments thereto or replacements thereof.
4. Assuming Obligor shall pay to Bank upon the execution of this Agreement a Five Hundred and No/100 Dollar assumption fee.
5. Except as modified herein, the Note, Mortgage and Assignment and all other documents executed in connection therewith remain valid, binding and in full force and effect.
6. This Agreement shall be binding upon the Assuming Obligor and his respective heirs, beneficiaries, successors, assigns and personal and legal representatives and inure to the benefit of the Bank and its successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Assumption of Note, Mortgage and Absolute Assignment of Rents and Leases to be executed on the day and year first above written.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My commission expires:
11/06/01
Residing in said county:
Lake

Julie M. Mitchell
Notary Public
Julie M. Mitchell
Printed Name

This Instrument Prepared By: James Glenn Brown, Attorney at Law.

Return to: James M. Kiefer, Vice President, National City Bank of Indiana, 8001 Broadway, Merrillville, IN 46410

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