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Cross Reference Instrument #94027271

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ASSUMPTION

*John Tica*

**THIS ASSUMPTION OF NOTE AND MORTGAGES** (the "Agreement") is executed this ~~30th~~ <sup>June</sup> 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 f/k/a National City Bank, Indiana, having its principal banking offices at 101 West Washington Street, Indianapolis, IN 46255 (hereinafter referred to as "Bank").

This document is the property of  
the Lake County Recorder!

**WITNESSETH:**

**WHEREAS**, Bank is the holder of a certain promissory note in the original principal amount of One Hundred Forty Five Thousand and No/100 Dollars (\$145,000.00) (the "Note"), dated January 31, 1995, executed jointly and severally by **John Tica** (hereinafter referred to as the "Prior Obligor") and **Kevin T. 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 702-706 145<sup>th</sup> Street, East Chicago, IN 46312 (the "145<sup>th</sup> Street Real Estate") and is evidenced by a Real Estate Mortgage dated April 7, 1994, and recorded April 12, 1994 as Instrument #94027271 in the Office of the Recorder of Lake County, Indiana (the "145<sup>th</sup> Street Mortgage") granted by the Prior Obligor and the 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 145<sup>th</sup> Street Real Estate to Assuming Obligor pursuant to a Warranty Deed, dated February 28, 1998, which was duly recorded April 16, 1998, as Instrument #98026992 in the Office of the Recorder of Lake County, Indiana; and

**WHEREAS**, the Note is secured by certain real estate commonly known as 4438 Olcott Avenue, East Chicago, IN 46312 (the "Olcott Real Estate" and together with the 145<sup>th</sup> Street Real Estate, the "Real Estate") and is evidenced by a Real Estate Mortgage dated April 7, 1994, and recorded April 12, 1994 as Instrument #94027272 in the Office of the Recorder of Lake County, Indiana (the "Olcott Mortgage" and together with the 145<sup>th</sup> Street Mortgage, the "Mortgages") granted by the Prior Obligor and the Co-Obligor to the Bank;

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**WHEREAS**, the Prior Obligor and the Co-Obligor own the Real Estate as tenants in common, each owing 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 Olcott Real Estate to Assuming Obligor pursuant to a Warranty Deed, dated February 28, 1998, which was duly recorded April 16, 1998, as Instrumet #98026991 in the Office of the Recorder of Lake County, Indiana; and

**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 and Mortgages; 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 and Mortgages, and shall hereby become a primary obligor under the Note and Mortgages 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 al obligations under the Note and Mortgages 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 Dollars (\$500.00) assumption fee.
5. Except as modified herein, the Note and Mortgages and all other documents executed in connection therewith remain valid, binding and in full force and effect.
6. This Agreement shall be binding upon 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 and Mortgages to be executed on the day and year first above written.

"ASSUMING OBLIGOR"

Jovan Tica  
Jovan Tica

"BANK"

**NATIONAL CITY BANK OF INDIANA,**  
f/k/a National City Bank , Indiana

By: James M. Kiefer  
James M. Kiefer  
Vice President

State of Indiana )

County of Lake )

SS:

Julie M. Mitchell

Before me, the undersigned, a Notary Public, in and for said County and State, this 20th day of ~~May~~ <sup>June</sup> 2000, personally appeared Jovan Tica, and acknowledged the execution of the foregoing Assumption of Note and Mortgages to be his voluntary act and deed.

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



State of Indiana )  
 ) SS:  
County of Lake )

*James M. Kiefer*

Before me, the undersigned, a Notary Public, in and for said County and State, this 20th day of ~~May~~ <sup>June</sup> 2000, personally appeared James M. Kiefer, as Vice President, of National City Bank of Indiana f/k/a National City Bank, Indiana, and acknowledged the execution of the foregoing Assumption Agreement for Note and Mortgages to be his voluntary act and deed on behalf of said Bank.

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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