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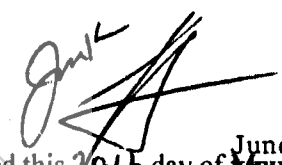
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NOTARIAL PUBLIC  
INDIANA

Cross Reference Instrument #96012953

ASSUMPTION  
OF NOTE AND MORTGAGE



**THIS ASSUMPTION OF NOTE AND MORTGAGE** (the "Agreement") is executed this ~~20th~~ <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").

**WITNESSETH:**

**WHEREAS**, Bank is the holder of a certain promissory note in the original principal amount of Four Hundred Thousand and No/100 Dollars (\$400,000.00) (the "Note"), dated February 27, 1996, executed by **John Tica** (hereinafter referred to as the "Prior 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 4609, 4611 and 4613 Baring Street, East Chicago, IN 46312 (the "Real Estate") and is evidenced by a Real Estate Mortgage dated February 27, 1996, and recorded February 28, 1996, as Instrument #96012953 in the Office of the Recorder of Lake County, Indiana (the "Mortgage");

**WHEREAS**, the Prior Obligor has transferred 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 #98026990 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 the transfer of title to the Real Estate and allow Assuming Obligor to assume all obligations of Prior Obligor under the Note and Mortgage; and

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

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**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. Bank hereby consents to Prior Obligor's transfer of fee simple title to Assuming Obligor.
2. Assuming Obligor hereby assumes and agrees to pay and perform when due all indebtedness and obligations of the Prior Obligor as evidenced by or in connection with and according to the terms of the Note and Mortgage, and shall hereby become the primary obligor under the Note and Mortgage.
3. Assuming Obligor hereby mortgages and warrants to Bank his interest in the Real Estate to secure all present and future obligations of Prior Obligor, and now Assuming Obligor, to Bank, including without limitation all obligations under the Note and Mortgage, 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 Mortgage and all other documents executed in connection therewith remain in full force and effect.
6. This Assumption 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.

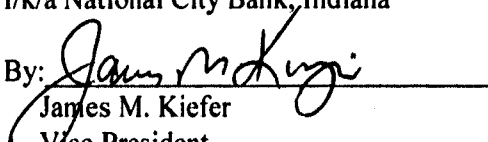
**IN WITNESS WHEREOF**, the parties have caused this Assumption of Note and Mortgage to be executed on the day and year first above written.

"ASSUMING OBLIGOR"

  
Jovan Tica

"BANK"

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

By:   
James M. Kiefer  
Vice President

State of Indiana )  
) SS:  
County of Lake )

*[Signature]* 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 Mortgage 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

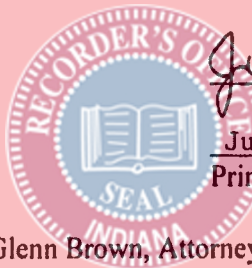
*Julie M. Mitchell*  
Notary Public  
Julie M. Mitchell  
Printed Name

State of Indiana )  
) SS:  
County of Lake )

*[Signature]* 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 Mortgage 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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