

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 064687

2000 SEP -6 AM 11: 26

When recorded return to:

Dovenmuehle Mortgage, Inc.
1501 Woodfield Rd.
Schaumburg, IL 60173
Attn: Assumption Dept.

MORRIS W. CARTER
RECORDER

Assumption Agreement Without Release of Liability

This agreement is made and entered into this 4th day of August, 2000 by and between James N. Brown (THE EXISTING BORROWER), and Jo Ann Horton (THE NEW BORROWER) And Dovenmuehle Mortgage, INC.

A. Existing borrower (Who has not been approved for release of liability) presently is obligated and liable for payment to lender for the indebtedness evidenced by a certain promissory note dated November 3, 1978, (THE NOTE), which note was made by Percy Wilson Mortgage and Finance Corporation of the lender in original principal sum of 26,600.00.

B. The note is secured by a certain Deed of Trust/Mortgage dated November 3, 1978 made by Percy Wilson Mortgage and Finance Corporation as trustor, in which lender is named as beneficiary which was recorded on November 8, 1978 as in Book Number 508, Page Number 895, official records of Lake county, state Indiana. Copies of the note and Deed of Trust/Mortgage are attached hereto and are incorporated herein by this reference as if set forth herein in full.

C. Existing borrower has sold, transferred and conveyed or is about to sell, transfer and convey to the new borrower all of existing borrower's right, title and interest in and to the property described in the Deed of Trust/Mortgage. In connection therewith, new borrower desires to assume the obligations represented by the note as well as obligations represented by the Deed of Trust/Mortgage.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. As of the date hereof, the unpaid balance on the note is \$ 15,049.29 with interest paid to August 1, 2000 at the rate of 9.500 percent per annum (9.5%). The monthly installment of principal and interest payable under the note is presently due for September 1, 2000 in the amount of \$223.71.

2. New borrower shall pay to lender an assumption fee of \$ 125.00.

3. New borrower agrees that the terms of the original note shall remain in full force and effect and remain unchanged.

22.00
E.P.
CS

4. New borrower hereby conveys, promises and agrees (A) to assume and pay the indebtedness evidenced by the note in installments at the times, in the manner, and in all respects as therein provided, (B) to perform and each and all the obligations provided in the Deed of Trust/Mortgage to be performed by the trustor at the time, in the manner and in all respects as therein provided; and (C) to be bound by each and all the provisions of the Deed of Trust/Mortgage, all as though made, executed and delivered by the trustor, and personally assumed all duties, obligations and liabilities pursuant to the note and Deed of Trust/Mortgage.

5. The property described in the Deed of Trust/Mortgage shall remain subject to the lien, charge or encumbrance of the Deed of Trust/Mortgage and nothing therein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Deed of Trust/Mortgage, or the priority thereof over other liens, charges or encumbrances, or, except as herein otherwise expressly provided, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the note and or Deed of Trust/Mortgage.

6. As of the effective date of the agreement, lender hereby waives its right to accelerate the entire unpaid balance of the note by reason of the transfer to the new borrower of the property described in the Deed of Trust/Mortgage, but such waiver shall not be deemed to be a waiver with regard to future sales, transfers, conveyances or other transactions.

7. This agreement is made pursuant to and shall be construed and governed by the laws of the state Indiana and the rules and regulations promulgated thereunder.

8. This agreement contains the entire agreement of parties hereto with respect to the subject matter hereof and supersedes any prior written or oral agreements among them concerning the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto, relating to the subject matter hereof, which are not fully described herein.

9. Existing borrower and new borrower expressly represent and warrant, and this agreement shall become effective only upon the condition, that the property described in the Deed of Trust/Mortgage is subject to no lien subsequent or subordinate to the lien of the Deed of Trust/Mortgage except:

No exceptions

10. The provisions of the note and Deed of Trust/Mortgage shall remain in full force and effect and shall remain unchanged.

11. This agreement does not provide a release of liability to the existing borrower.

12. In this agreement, the singular number includes the plural and the plural number includes the singular. If this agreement is executed by more than one person, firm or corporation as new borrower, the obligations of each person, firm or corporation hereunder shall be joint and several. The pleading of any statutes of limitations as defense to any and all obligations and demands secured by or mentioned in the Deed of Trust/Mortgage is hereby waived by the new borrower to the full extent permissible by law.

13. Any new borrower herein who is a married person expressly agrees that recourse may be had against his/her separate property for any deficiency after sale of property affected by the Deed of Trust/Mortgage.

14. This agreement applies to, inures to the benefit of and binds all parties hereto and their respective heirs, legatees, devisees, administrators, executors, successors and assigns.

15. All notices and correspondence to the new borrower shall be mailed to:

Jo Ann Horton

455 North Miami Street

Gary, Indiana 46403

Any changes to this address shall be submitted to Dovenmuehle Mortgage, Inc. its Successors and/or assigns in writing.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

In witness whereof, the parties hereto have executed this agreement the day and year above written.

Dovenmuehle Mortgage, Inc.

By: Jaime Lizgo-Tausser 409094

James H. Brown
Existing Borrower

Jo Ann Horton
New Borrower

Existing Borrower



CORPORATE ACKNOWLEDGEMENT

State of Indiana

County of Lake

On Sept 5, 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Paulina Hortens, known to me to be the President Officer of the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument.

This Document is the property of
the Lake County Recorder!

WITNESS my hand and official seal.

Signature Julie Ryan-Tausona (409094)
Date September 5, 2008
my Commission expires May 8, 2011

STOP



ASSIGNMENT & DISCLAIMER
(THIS IS FOR ASSIGNMENT OF ESCROW FUNDS)

The undersigned, James N. Brown as being a party to that certain mortgage dated
(SELLERS)
November 3, 1978 given to Percy Wilson Mortgage, Mortgagee for value recieved, hereby
(ORIGINAL LOAN DATE) and Finance Corp (ORIGINAL MORT. CO.)

assign(s) and transfer(s) unto Jo Ann Horton all right, title and interest in and to all
(BUYER(S))

monies deposited with said mortgagee, its successors and assigns, in accordance with the terms and provisions of said Mortgage, and hereby disclaims all right, title and interest of every kind and character whatsoever in and to all monies which may hereafter be deposited with said mortgagee, its successors and assigns, in accordance with the terms and conditions thereof.

Due date of last payment made by Seller: _____

SELLER: James N. Brown DATE: Sep 5, 2000

SELLER: _____ DATE: _____

I, as Buyer, hereby accept the terms and conditions of this mortgage and any obligations past, present and future.

Due date of first payment made by Buyer: 1 SEP 00

BUYER: Jo Ann Horton DATE: 5 Sep 00

BUYER: _____ DATE: _____

The foregoing instrument was acknowledged before me
on the 5th day of September, 192000 by the above.

Joyce Ligon-Tausara
Notary Public 409094

for the County of Lake
State of Indiana

LOAN NUMBER: 0001267582

NOTICE TO HOMEOWNER

ASSUMPTION OF HUD/FHA INSURED MORTGAGES

YOU ARE LEGALLY OBLIGATED TO MAKE THE MONTHLY PAYMENTS REQUIRED BY YOUR MORTGAGE (DEED OF TRUST) AND PROMISSORY NOTE.

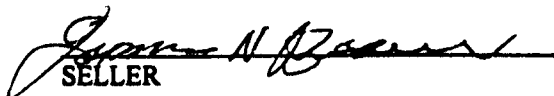
IF YOU SELL YOUR HOME BY LETTING A PURCHASER ASSUME YOUR MORTGAGE, YOU ARE STILL LIABLE FOR THE MORTGAGE DEBT UNLESS YOU OBTAIN A RELEASE FROM LIABILITY FROM YOUR MORTGAGE LENDER. YOU MAY OBTAIN A RELEASE OF LIABILITY BY:

- 1) MAKING THE CREDIT REQUEST FOR THE RELEASE IN WRITING**
- 2) HAVING THE CREDIT OF YOUR PURCHASER APPROVED BY HUD/FHA OR YOUR LENDER**
- 3) REQUESTING THAT THE PURCHASER OF YOUR PROPERTY EXECUTE AN AGREEMENT TO ASSUME AND PAY THE MORTGAGE DEBT THEREBY AGREEING TO BECOME THE SUBSTITUTE MORTGAGOR AND**
- 4) HAVING YOUR LENDER COMPLETE FORM HUD 92210-1 "APPROVAL OF PURCHASER AND RELEASE OF SELLER."**

IF YOUR MORTGAGE WAS CLOSED ON OR AFTER DECEMBER 1, 1986, AND YOU SELL YOUR PROPERTY BUT DO NOT OBTAIN A RELEASE FROM LIABILITY AND IF THE PURCHASER ASSUMES RESPONSIBILITY FOR THE DEBT RATHER THAN MERELY TAKING TITLE SUBJECT TO THE MORTGAGE, THEN BOTH YOU AND THE PURCHASER OF YOUR PROPERTY WILL BE LIABLE, BOTH INDIVIDUALLY AND JOINTLY, FOR ANY DEFAULT FOR A PERIOD OF 5 YEARS FOLLOWING THE DATE OF ASSUMPTION. AFTER 5 YEARS, ONLY THE PURCHASER WILL REMAIN LIABLE UNLESS THE MORTGAGE IS IN DEFAULT AT THE TIME THE 5 YEAR PERIOD EXPIRES. IF THE PURCHASER TAKES TITLE SUBJECT TO THE MORTGAGE WITHOUT ASSUMING PERSONAL LIABILITY FOR THE FULL TERM OF THE LOAN.

IF YOU WISH TO PURSUE BEING RELEASED FROM LIABILITY, YOU SHOULD GET IN TOUCH WITH YOUR MORTGAGE LENDER.

QUESTIONS CONCERNING YOUR RELEASE FROM LIABILITY SHOULD BE DIRECTED TO YOUR MORTGAGE LENDER OR YOU SHOULD GET IN TOUCH WITH THE HOUSING MANAGEMENT STAFF OF YOUR LOCAL HUD OFFICE. YOUR LENDER CAN PROVIDE YOU WITH THE ADDRESS OF THE HUD OFFICE WHICH HAS JURISDICTION OVER YOUR PROPERTY.


SELLER

SELLER

BORROWER ACKNOWLEDGEMENT

State of Indiana

County of Lake

On September 5, 2000 before me, Jaime Lopez Toussaint 409094
Name, Title of Officer- e.g. "Jane Doe, Notary Public"

personally appeared [Signature]
Name of Signer (s)

 personally known to me- OR- proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

WITNESS my hand and official seal.

Jaime Lopez Toussaint
Signature of Notary

