

5 After recording please return to:
Bank United
Attn: Assumptions
Mail Drop MLFRC
1170 Silber Road
Houston, Texas 77055

2000 066669

SIGNATURE
FILED
2000 SEP 16 11:03
MORTGAGE
SECTION

Prepared by:
Mabry and King, L.L.P.
5373 West Alabama Suite 510
Houston, Texas 77056
(713)621-1060

ASSUMPTION AGREEMENT
(With Release of Obligor's Liability)

THIS AGREEMENT, made and entered into this 5th day of September, 2000 by and between **BANK UNITED** (hereinafter referred to as "Holder"), and **James Patrick Harris and Amy Lynn Ray** (hereinafter referred to as "Assumptor") and **James A. Green** (hereinafter referred to as "Obligor"), regarding **Loan Number 6327617**.

WITNESSETH THAT:

WHEREAS, Obligor has heretofore either executed and delivered or assumed and agreed to pay for valuable consideration that certain Promissory Note in the original sum of **Seventy-three Thousand Two Hundred Fifty Dollars and 00/100 (\$73,250.00)** dated **September 3, 1998**, payable to the order of **Foundation Funding Group, Inc.** which said Note is secured by a **MORTGAGE** of even date therewith, recorded under **Document No. 98072922**, of the Land Records of **Lake County, Indiana**, against the following described real property, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

WHEREAS, the aforesaid Note and **MORTGAGE** are currently held by Holder, and

WHEREAS, Assumptor has purchased the property described in said **MORTGAGE** from Obligor and is willing to assume the payment of the obligations represented by said Note and **MORTGAGE**, and

NOW, THEREFORE, in consideration of the agreement and undertaking of Assumptor assuming and agreeing to pay the Note and to perform the covenants and obligations of said **MORTGAGE** securing said Note, Holder hereby waives and relinquishes its right under the **MORTGAGE** to declare all sums secured by the **MORTGAGE** to be immediately due and payable by reason of the sale and transfer by Obligor to Assumptor. It is agreed and understood that this waiver and relinquishment applies only to said sale, and not to any future sales or transfers.

F 32932

HOLD FOR FIRST AMERICAN TITLE

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IT IS FURTHER UNDERSTOOD AND AGREED that Holder hereby releases the Obligor from further obligation of the aforesaid Note and MORTGAGE.

ASSUMPTOR HEREBY AGREES to pay the indebtedness evidenced by said Note and perform each and every obligation contained therein or in any instrument at any time given to evidence or secure said indebtedness, or any part thereof, and also to comply with any covenant, condition, or obligation contained in said MORTGAGE.

HOLDER, OBLIGOR AND ASSUMPTOR hereby agree that the unpaid principal balance assumed on the said Note, as of the date of closing, prior to application of the payments due September 1, 2000 and thereafter, is **Seventy-one Thousand Eight Hundred Forty-five Dollars and 04/100 (\$71,845.04)**.

ALL PARTIES TO THIS AGREEMENT specifically undertake and agree that nothing in this Agreement shall be understood or construed to amount to a satisfaction or release in whole or in part of said Note or MORTGAGE, or of the property involved in the MORTGAGE from the effect thereof, nor to impair the right of sale provided for under the terms of the MORTGAGE or other remedy provided by law for the foreclosure of mortgages by action or otherwise.

IT IS UNDERSTOOD AND AGREED that all terms and/or conditions of the above mentioned Note and MORTGAGE, including modifications thereof, if any, shall remain in full force and effect without change, except as herein above otherwise specifically provided. The term "MORTGAGE", as used herein, shall refer to any DEED OF TRUST, MORTGAGE, mortgage deed, trust deed, or any similar security instrument.

IT IS FURTHER UNDERSTOOD AND AGREED that in the event Obligor is not released of liability herein, whether Obligor is deemed to be a Maker, Obligor, Surety or Guarantor, the aforesaid Note and MORTGAGE may be altered, modified, renewed, rearranged and/or extended in the future without releasing Obligor and without requiring any additional permission from or joinder of Obligor in any such subsequent activity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**HOLDER:
BANK UNITED**

By:



Officer:

PAT LACKEY

Title:

ASSISTANT VICE PRESIDENT



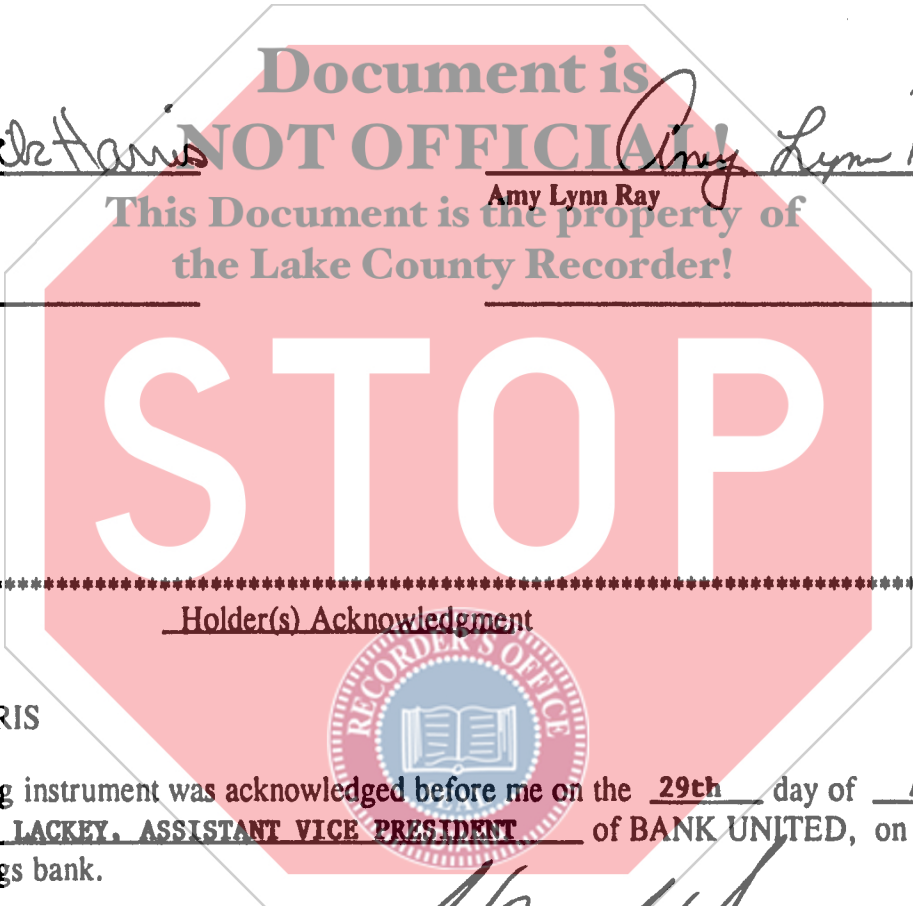
OBLIGOR:

James A. Green
James A. Green

ASSUMPTOR:

James Patrick Harris
James Patrick Harris

Amy Lynn Ray
Amy Lynn Ray



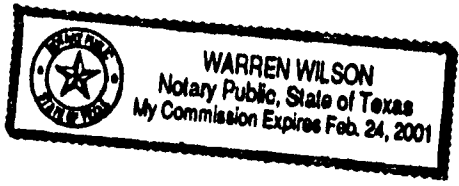
Holder(s) Acknowledgment

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me on the 29th day of August 2000 by PAT LACKEY, ASSISTANT VICE PRESIDENT of BANK UNITED, on behalf of said federal savings bank.

Warren Wilson
Warren Wilson Notary Public (Seal)

My Commission Expires: **February 24, 2001**



Obligor(s) Individual Acknowledgment

STATE OF Indiana

COUNTY OF Lake

The foregoing instrument was acknowledged before me this 5th day of September, 2000 by James A. Green, who is personally known to me or has produced as identification.

My Commission expires:

KIM A. DIAZ
NOTARY PUBLIC STATE OF INDIANA
Resident of Lake County
My Commission Expires 2/15/2007

Kim A. Diaz
Notary Public (Seal)

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

Assumptor(s) Individual Acknowledgment

STATE OF Indiana

COUNTY OF Lake

THE instrument foregoing was acknowledged before me this 5th day of September, 2000 by James P. Harris and Amy Lynn Ray who is personally known to me or has produced as identification.

My Commission expires:

KIM A. DIAZ
NOTARY PUBLIC STATE OF INDIANA
Resident of Lake County
My Commission Expires 2/15/2007

Kim A. Diaz
Notary Public (Seal)

EXHIBIT "A"

THE SOUTH 12 FEET OF LOT 4, ALL OF LOT 5 AND LOT 6 EXCEPT THE SOUTH 6 FEET THEREOF; ALL IN BLOCK 6, THE BALDWIN ADDITION TO GARY IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 35, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

