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Chicago Title Insurance Company

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STATE OF INDIANA
LAKE COUNTY
FILED

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(2)

MORTGAGE RECORDER

Mortgage No: 851253-2

H62-4521LO

ASSUMPTION AGREEMENT WITH RELEASE

THIS AGREEMENT is made this 8th day of November, 2000, between, Thomas M. Kegel, (here "BORROWER"), and Joseph E. Quinn and Heidi R. Quinn, (here "ASSUMER"), and HomeSide Lending, Inc., (here "LENDER"), for an assumption and release with respect to a promissory note dated the 2nd day of July 1997, in the original amount of US \$92,996.00, bearing interest at the rate of 8.5000% percent per annum, secured by an FHA Mortgage of the same date, made to Lake Mortgage Company, Inc recorded in the Official Records Book Document No. 97044277, of the Public Records of Lake County, Indiana, with a legal description as follows:

THE SOUTH 10 FEET OF LOT 27,, AND LOT 26, BLOCK 7, CENTRAL PARK ADDITION TO WHITING, AS SHOWN IN PLAT BOOK 5 PAGE 1, IN LAKE COUNTY, INDIANA.

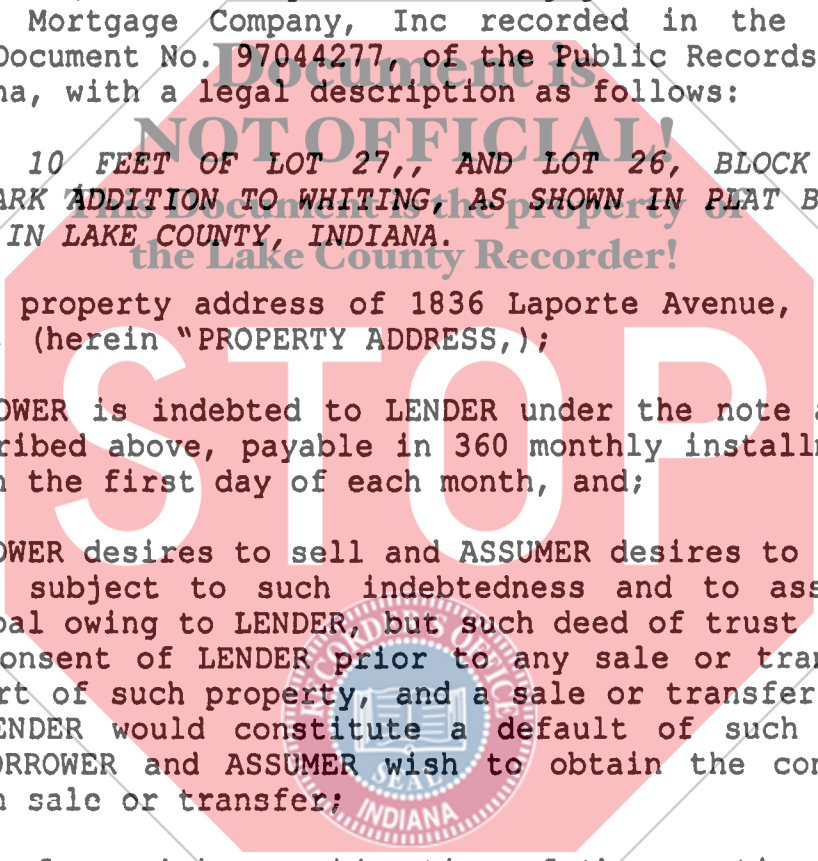
Which has the property address of 1836 Laporte Avenue, Whiting, Indiana 46394, (herein "PROPERTY ADDRESS,");

WHEREAS, BORROWER is indebted to LENDER under the note and deed of trust described above, payable in 360 monthly installments of \$715.06 due on the first day of each month, and;

WHEREAS, BORROWER desires to sell and ASSUMER desires to purchase such property subject to such indebtedness and to assume the unpaid principal owing to LENDER, but such deed of trust requires the written consent of LENDER prior to any sale or transfer of all or any part of such property, and a sale or transfer without consent of LENDER would constitute a default of such deed of trust, and BORROWER and ASSUMER wish to obtain the consent of LENDER to such sale or transfer;

NOW THEREFORE, for and in consideration of the granting of such consent by LENDER and of the benefits flowing to each of the parties hereto, they do agree as follows:

1. STATUS OF LOAN. As of the date of the transfer of the property on the 8th day of November, 2000, or as a result of such transfer, payments of principal and interest on the indebtedness are current, and the unpaid principal balance of the indebtedness to LENDER was \$90,393.66 as of such date, subject to payment of all checks in process in collection.



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2. ASSUMPTION. ASSUMER hereby assumes such indebtedness and shall hereafter make all monthly payments as called for therein. If this agreement is entered into after the date of the transfer of the property, ASSUMER agrees and tenders herewith an amount necessary to make the loan current as of the date of this agreement. Further, ASSUMER agrees to abide by all provisions of such note and of the deed of trust securing such indebtedness described above. In the event of any default by ASSUMER under the terms of such note or deed of trust, LENDER may exercise all remedies available to it under the terms of such note or deed of trust including an action at law against ASSUMER to collect any moneys due under the note, and exercise the remedies contained in the non-uniform covenants of the deed of trust. ASSUMER hereby acknowledges that LENDER has made all disclosures to ASSUMER as may be required under the Consumer Credit Protection Act of 1968 and Regulation Z (Title 12, Part 226, Code of Federal Regulations).
3. FUNDS FOR TAXES AND INSURANCE. BORROWER hereby relinquishes and transfers to ASSUMER all BORROWER'S interest in any moneys which may be held by LENDER as escrow deposits for the purposes of application to taxes, assessments, fire or other insurance premiums, or any other purposes for which deposits are being required by LENDER.
4. LENDER CONSENT AND RELEASE. LENDER hereby consents to the sale and transfer of such property to ASSUMER by BORROWER, hereby accepts ASSUMER as its obligor, and shall amend its records to indicate the transfer of such indebtedness from the name of BORROWER to the name of ASSUMER, and LENDER shall henceforth in all respects treat ASSUMER as its borrower. LENDER hereby releases BORROWER from all obligations or liabilities under such note or deed of trust. All other terms of this agreement to the contrary, notwithstanding the remedies contained in the non-uniform covenants of the deed of trust shall remain in full force and effect in accordance with their terms.
5. FUTURE TRANSFER OF PROPERTY. ASSUMER agrees that the granting of consent by LENDER to this transfer shall not constitute a waiver of the restrictions on transfer contained in such deed of trust, and such restrictions shall continue in full force and any future transfer or sale by ASSUMER without the prior written consent of LENDER shall constitute a default of the terms of such deed of trust, and LENDER, at its option, may exercise all remedies available to it under the terms of such note and deed of trust.
6. WHEREVER the words "BORROWER" or "ASSUMER" are used in this agreement, they shall represent the plural as well as the singular, the feminine and neuter genders as well as the masculine, and shall include heirs, successors or assigns.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year aforesaid.

Thomas M. Kegel
BORROWER: Thomas M. Kegel

BORROWER:

BORROWER:

BORROWER:

Signed, sealed and delivered in the presence of:

WITNESS:

WITNESS:

STATE OF INDIANA
COUNTY OF LAKE

I hereby certify that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Thomas M. Kegel, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged before me that they executed the same.

Witness my hand and official seal in the county and state aforesaid this 8TH day of NOVEMBER, 2000.

Katherine E. Adams
Notary Public KATHERINE E. ADAMS
My Commission Expires: 12-13-00
RESIDENT OF LAKE COUNTY, INDIANA



IN WITNESS WHEREOF, the parties have executed this agreement on
The day and year aforesaid.

[Signature]
ASSUMER: Joseph E. Quinn

[Signature]
ASSUMER: Heidi R. Quinn

ASSUMER:

ASSUMER:

Signed, sealed and delivered in the presence of:

WITNESS:

WITNESS:

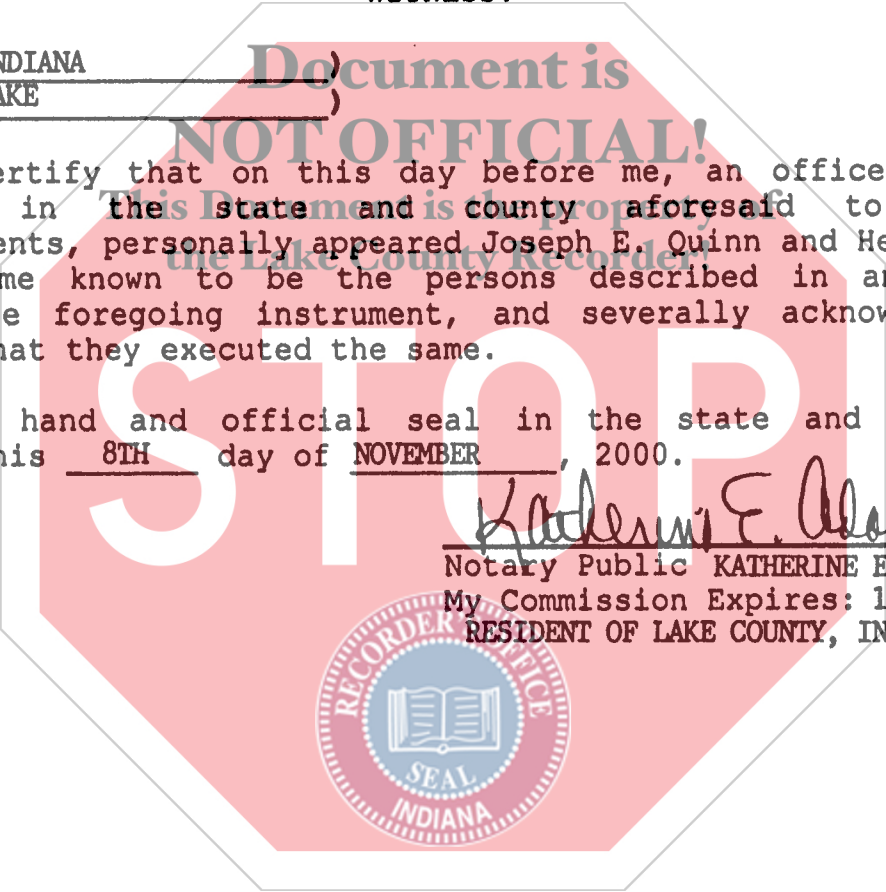
STATE OF INDIANA
COUNTY OF LAKE

I hereby certify that on this day before me, an officer duly
authorized in the state and county aforesaid to take
acknowledgments, personally appeared Joseph E. Quinn and Heidi R.
Quinn, to me known to be the persons described in and who
executed the foregoing instrument, and severally acknowledged
before me that they executed the same.

Witness my hand and official seal in the state and county
aforesaid this 8TH day of NOVEMBER, 2000.

[Signature]

Notary Public KATHERINE E. ADAMS
My Commission Expires: 12-13-00
RESIDENT OF LAKE COUNTY, INDIANA



LENDER: HOMESIDE LENDING, INC.
formerly known as BancBoston Mortgage Corporation, Inc.

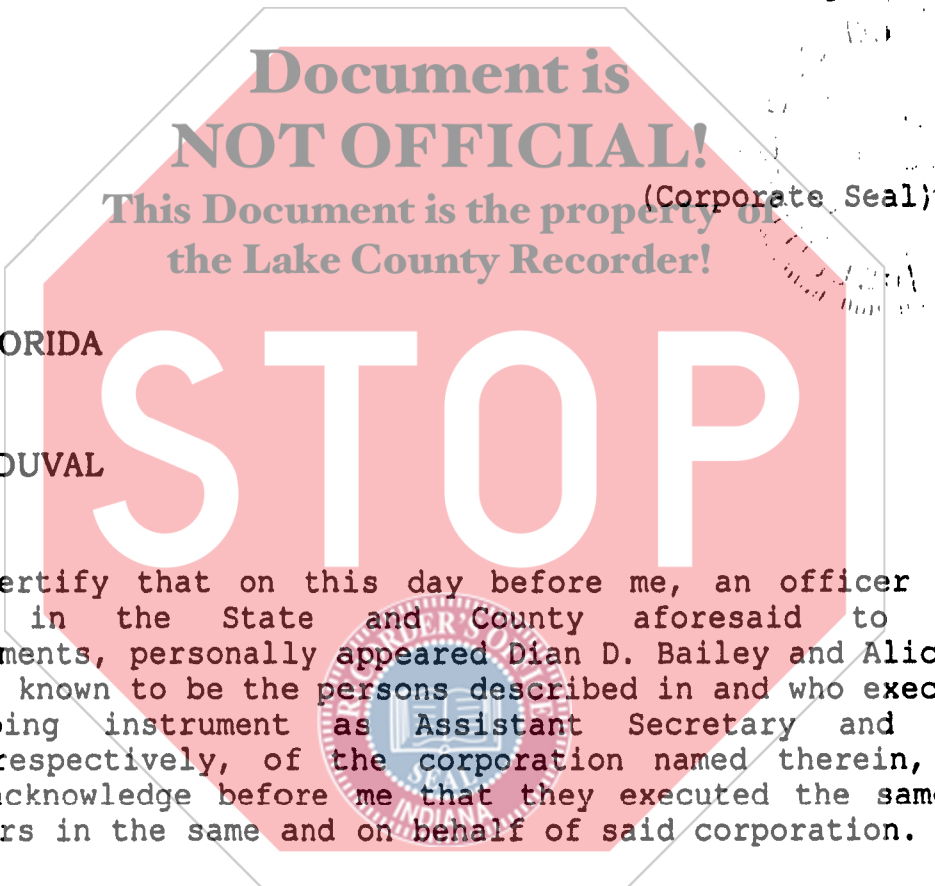
Signed, sealed and delivered in the presence of:

Donna L. Woods
Donna Woods (Witness)

By: Alice V. Smith
Alice V. Smith
Assistant Vice President

Tessa Austin
Tessa Austin (Witness)

Attest: Dian D. Bailey
Dian D. Bailey
Assistant Secretary



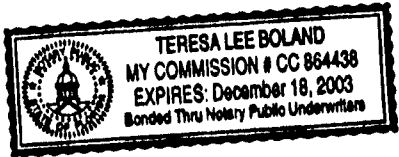
STATE OF FLORIDA

COUNTY OF DUVAL

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Dian D. Bailey and Alice V. Smith to me known to be the persons described in and who executed the foregoing instrument as Assistant Secretary and Vice President respectively, of the corporation named therein, and severally acknowledge before me that they executed the same as such officers in the same and on behalf of said corporation.

Witness my hand and official seal in the State and County aforesaid this _____ day of _____, 2000.

Teresa Lee Boland
Teresa Lee Boland
Notary Public State of Florida



PLEASE RECORD AND RETURN TO:

Prepared by: HOMESIDE LENDING, INC.
ASSUMPTION DEPARTMENT
7301 BAYMEADOWS WAY / HZ-APU
JACKSONVILLE, FLORIDA 32256
ATTN: JEAN LOERKER