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MURRAY B. CARTER  
RECORDER

# RELEASE/ASSUMPTION AGREEMENT

1526638

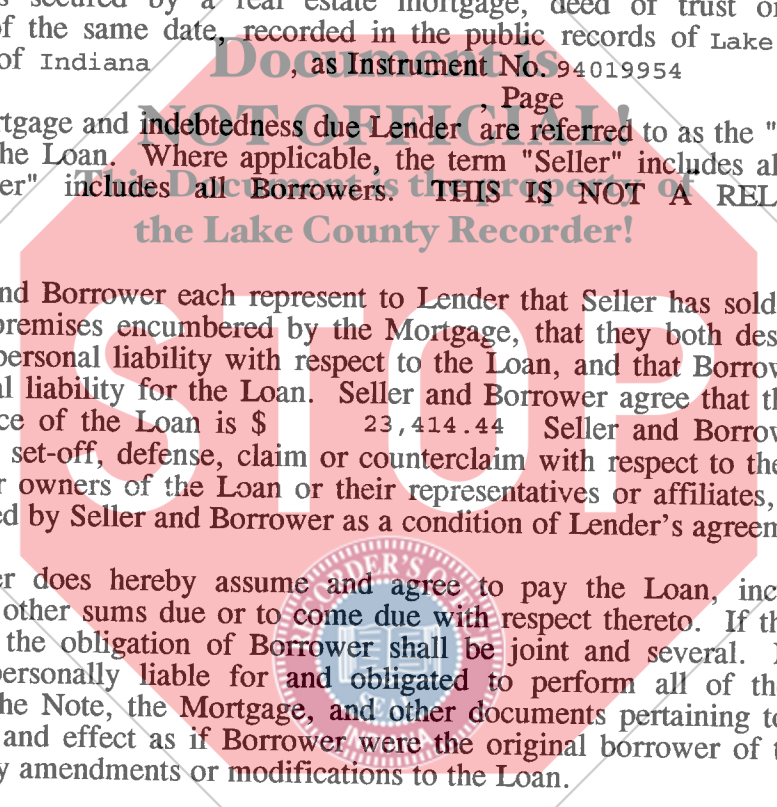
This is an agreement, for valuable consideration, between the following parties:

Union Federal Bank Of Indianapolis ("Lender");  
Jenny S. Mayberry, single

and Frank J. Grudzien III, single, of adult age ("Seller");

("Borrower").

This agreement refers to a loan evidenced by a promissory note dated March 10, 1994, in the original amount of \$ 40,140.00 (the "Note"), and which Note is secured by a real estate mortgage, deed of trust or trust deed (the "Mortgage") of the same date, recorded in the public records of Lake County, State of Indiana, as Instrument No. 94019954 (or in Book \_\_\_\_\_, Page \_\_\_\_\_). The Note, Mortgage and indebtedness due Lender are referred to as the "Loan." Lender is the owner of the Loan. Where applicable, the term "Seller" includes all Sellers, and the term "Borrower" includes all Borrowers. **THIS IS NOT A RELEASE OF THE MORTGAGE.**



1. Seller and Borrower each represent to Lender that Seller has sold and conveyed to Borrower the premises encumbered by the Mortgage, that they both desire that Seller be released from personal liability with respect to the Loan, and that Borrower has agreed to assume personal liability for the Loan. Seller and Borrower agree that the present unpaid principal balance of the Loan is \$ 23,414.44. Seller and Borrower further agree that there is no set-off, defense, claim or counterclaim with respect to the Loan or against Lender or prior owners of the Loan or their representatives or affiliates, all of which are expressly waived by Seller and Borrower as a condition of Lender's agreement.

2. Borrower does hereby assume and agree to pay the Loan, including principal, interest and all other sums due or to come due with respect thereto. If there is more than one Borrower, the obligation of Borrower shall be joint and several. Borrower further agrees to be personally liable for and obligated to perform all of the covenants and obligations of the Note, the Mortgage, and other documents pertaining to the Loan, with the same force and effect as if Borrower were the original borrower of the Loan, and to comply with any amendments or modifications to the Loan.

3. Lender does hereby release Seller from any personal liability or obligation to make the payments required in connection with the Loan, or to perform other obligations with respect to the Loan. Seller may be named as a party defendant in any proceedings to the extent necessary to establish or enforce the lien of the Mortgage with regard to the encumbered premises; however, in any such proceeding, Lender agrees not to seek any personal judgment against Seller or to obtain or enforce any deficiency judgment against Seller.

4. **THIS IS NOT A RELEASE OF THE MORTGAGE.** Except as to the release of Seller from personal liability, the Note, the Mortgage, and all other documents pertaining to the Loan remain in full force and effect, and have not been amended or modified. This Agreement is binding upon and inures to the benefit of the undersigned, their heirs, representatives, successors, and assigns.

Fred M. Becker  
136 Pulaski Rd.  
Calumet City, IL 60409

14  
M.F. [Signature]  
2015

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Appeared before me, a Notary Public in and for said County and State,  
Michael W. Waldman, known to me to be the Vice President  
Of Union Federal Bank Of Indianapolis  
and being duly authorized so to do, acknowledged the execution of the foregoing  
Release/Assumption Agreement for and on behalf of said Lender. Witness my hand and  
notarial seal this 28th day of June, 2002

*Joyce M. Rounds*  
Notary Public Joyce M. Rounds

My Commission Expires: 2/23/08

Resident of Allen County

County, State of Indiana



STATE OF Illinois )  
 ) SS:  
COUNTY OF COOK )

Appeared before me, a Notary Public in and for said County and State,  
Jenny S. Mayberry, single  
the above-named Seller(s), and acknowledged the execution of the foregoing  
Release/Assumption Agreement as and for their voluntary act and deed. Witness my hand  
and notarial seal this 11th day of July

*Martha Jabczynski*  
Notary Public

My Commission Expires: 2-19-06

Resident of COOK

County, State of Illinois

STATE OF Illinois )  
 ) SS:  
COUNTY OF COOK )

Appeared before me, a Notary Public in and for said County and State,  
Frank J. Grudzien III, single, of adult age

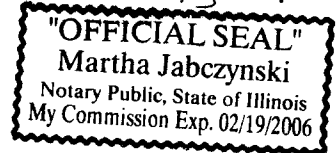
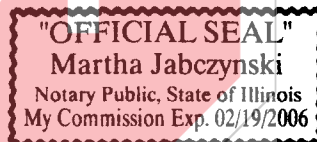
the above-named Borrower(s), and acknowledged the execution of the foregoing  
Release/Assumption Agreement as and for their voluntary act and deed. Witness my hand  
and notarial seal this 11th day of July

*Martha Jabczynski*  
Notary Public

My Commission Expires: 2-19-06

Resident of COOK

County, State of Illinois

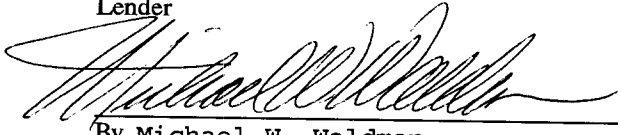


This instrument prepared by Pamela A. Gresham, Vice President  
7500 W. Jefferson Blvd.  
Fort Wayne, IN 46804

Please return to: Assumption Department  
Waterfield Financial Corporation, Inc.  
7500 W. Jefferson Blvd.  
Fort Wayne, IN 46804

DATED this 11 day of JULY, 2002. 1526638

Union Federal Bank Of Indianapolis  
Lender

  
By Michael W. Waldman

Vice President  
Its

  
Seller Jenny S. Mayberry Borrower Frank J. Grudzien III

Seller \_\_\_\_\_ Borrower \_\_\_\_\_

Seller \_\_\_\_\_ Borrower \_\_\_\_\_

Seller \_\_\_\_\_ Borrower \_\_\_\_\_

Tax Key No. 26-36-0129-001

Lot 41 and east 11 feet of lot 42 in Stafford and Trankle's Central Calumet addition to Hammond, as shown in plat book 9, page 31, in Lake County, Indiana.

More commonly known as: 1350 Hoffman Street, Hammond, Indiana 46327-1718