

2006 019715

ASSUMPTION AGREEMENT

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THIS AGREEMENT, made this first day of March, 2006, by Bank Calumet, N.A., Hammond, Indiana, hereinafter referred to as "Mortgagee", and McFarland Homes V, LLC, hereinafter referred to as "Mortgagor", and LCR Rentals, LLC, hereinafter referred to as "Transferee".

WITNESSETH THAT:

WHEREAS, Mortgagor, is Indebted to Mortgagee under a certain note referred to as **LOAN #22426** and dated **April 30, 2004**, in the principal amount of **Fifty One Thousand Two Hundred and 00/100's Dollars (\$51,200.00)** said note being secured by a mortgage dated even therewith and recorded on **May 7, 2004**, as **Document #2004037655** in the Office of the Recorder of Lake County, Indiana, said real estate being commonly known as:

**394 Golden Oak Drive, Crown Point, IN 46307**

WHEREAS, Mortgagor has transferred and conveyed to Transferee all of the real property hereinabove described, and both Mortgagor and Transferee have requested Mortgagee to enter into this agreement:

WHEREAS, in consideration of the execution of this agreement by Mortgagee, Transferee is willing to assume the payment of the mortgage indebtedness due and owing from Mortgagor to Mortgagee, such assumption having been agreed to by and between Mortgagor and Transferee as part of the consideration for the conveyance of the mortgaged premises by Mortgagor to Transferee;

WHEREAS, Mortgagor and Transferee represent to Mortgagee that there is no second mortgage or other subsequent lien now outstanding against the real property described in the aforesaid mortgage held by Mortgagee, and that the lien of the aforesaid mortgage held by Mortgagee is a valid first, and subsisting lien on said real property;

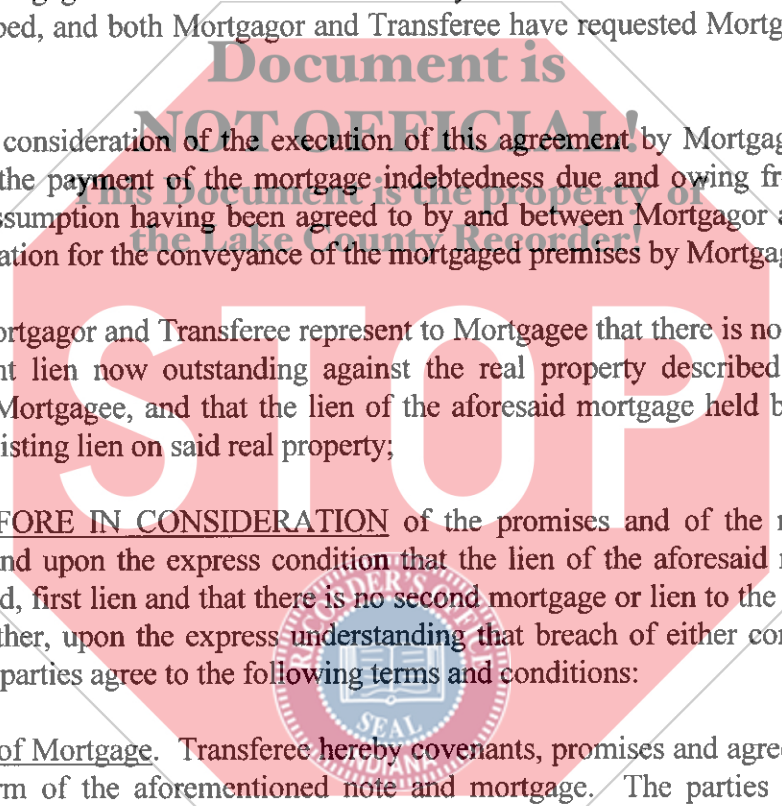
NOW, THEREFORE IN CONSIDERATION of the promises and of the mutual covenants contained herein, and upon the express condition that the lien of the aforesaid mortgage held by Mortgagee is a valid, first lien and that there is no second mortgage or lien to the mortgage held by Mortgagee and further, upon the express understanding that breach of either condition shall void this agreement, the parties agree to the following terms and conditions:

1. Assumption of Mortgage. Transferee hereby covenants, promises and agrees to be bound by each and every term of the aforementioned note and mortgage. The parties hereto recognize, however, the reduction of the principal amount of said note and the payment of interest thereon to the extent of the payments made by Assignors prior to the date of this agreement.

2. Amount of Mortgage Interest Rate and Payment. The parties hereto mutually agree that the Purchasers shall assume an outstanding principal balance of **Forty Three Thousand Nine Hundred Twelve AND 20/100, (\$43,912.20)** on said mortgage which shall bear interest at a rate of **5.875%** from this date until said principal and accrued interest shall be paid in full. The current principal and interest evidenced by said note and mortgage, shall be paid in consecutive monthly installments of **\$565.22**, on the 1st day of each month, beginning on **April 1, 2006**, and a like sum on the same day of each month thereafter until the entire indebtedness, including but not limited to unpaid principal and interest as herein provided is paid in full. If on **May 1, 2014**, Transferee still owes amounts under these Notes, Transferee will pay those amounts in full on that date, which is called the "maturity date".

3. TRANSFEROR HEREBY AGREES TO INSURE, in a sufficient amount, the improvements on said real estate against fire and tornado and such other insurance as may be recommended or required to the satisfaction of the Mortgagee, in a company or companies approved by said Mortgagee; each of said policies to have attached thereto a mortgage clause, as prescribed by said Mortgagee "as its interest may appear", and to continue to insure such property during the existence

2006 MAR 11 11:35 AM  
LAKE COUNTY RECORDER  
MICHAEL J. MANN



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4. THE MORTGAGOR HEREBY CERTIFIES that all taxes and special assessments which were due on said property on the last tax paying date, to wit: **February 10, 2006** have been paid to the County and City Treasurer, except: **NONE**

5. IT IS FURTHER EXPRESSLY UNDERSTOOD and agreed that said mortgage shall remain in full force and effect in all respects as if the said principal sum had originally been payable on **May 1, 2014**. The covenants of said mortgage are expressly incorporated by reference herein and the parties do not intend that a new mortgage be created hereby.

6. RESERVATION OF RIGHTS AGAINST MORTGAGOR. This agreement is made under the express condition that it shall not be construed as precluding Mortgagee, its successors or assigns, from enforcing any rights against Mortgagors or Assignees, who are liable on the obligation, and this agreement does not release from personal liability Mortgagors who are already liable for the payment thereof.

7. THIS AGREEMENT SHALL BE BINDING on the heirs, executors, administrators, successors and assigns of the respective parties.

8. TRANSFeree AGREES to indemnify and hold harmless the Mortgagor from said note and mortgage, together with interest, reasonable attorney fees, and costs upon and default by Transferee.

IN WITNESS WHEREOF, the parties hereto have executed this instrument at Highland, Indiana, the day and year first above-written.

Mortgagee:  
BANK CALUMET N.A.,  
Hammond, INDIANA

BY: Gregory Bracco  
Gregory Bracco  
Senior Vice President

McFarland Homes I, LLC  
By: McFarland Management, LLC, Manager

LCR Rentals, LLC  
By: RJM Holdings, LLC, Member

By: Ronald W. McFarland  
Ronald W. McFarland, President

By: Ronald W. McFarland  
Ronald W. McFarland, Manager



STATE OF INDIANA )  
                                ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared McFarland Homes I, LLC, by McFarland Management, LLC its Manager, by Ronald W. McFarland, its President and LCR Rentals, LLC, by RJM Holdings, LLC its Member, by Ronald W. McFarland, its Manager and Gregory Bracco, Senior V.P., for Bank Calumet, N.A., and acknowledged the execution of the foregoing Assumption Agreement this 1<sup>st</sup> day of March, 2006.

WITNESS my hand and notarial seal.

Rozanne A. Hornyak  
Notary Public

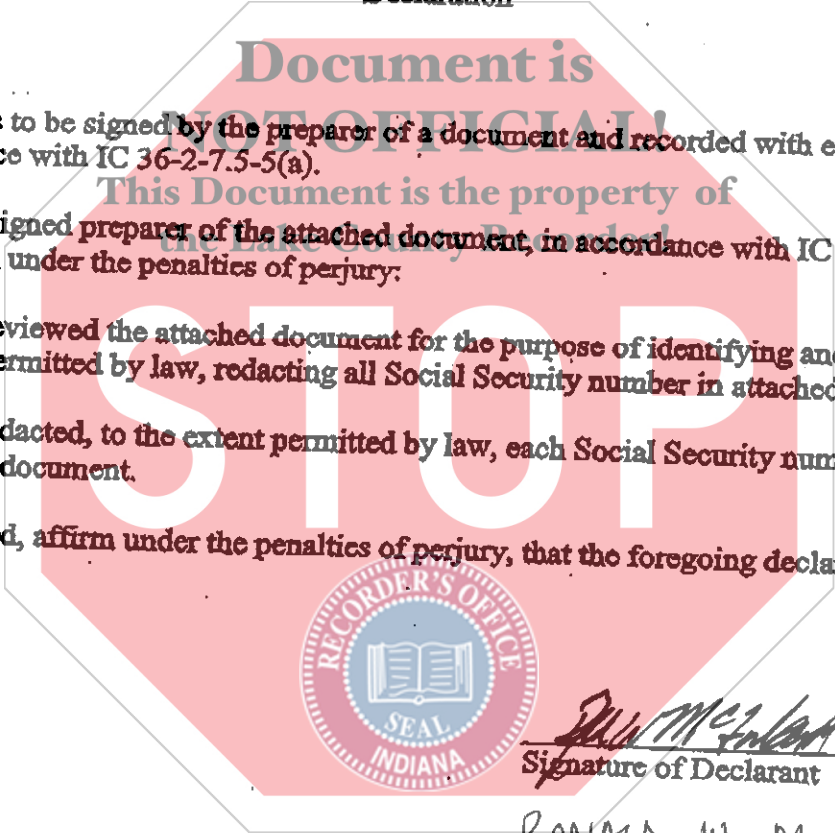
MY COMMISSION EXPIRES: 5-13-09  
COUNTY OF RESIDENCE: LAKE

This Instrument Prepared By: **Ronald W. McFarland**

Prescribed by the  
State Board of Accounts  
(2005)

County form 170

Declaration



This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security number in attached document.
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

*Ronald W. McFarland*  
Signature of Declarant

RONALD W. MCFARLAND  
Printed Name of Declarant