

2.

STATE OF INDIANA  
LAKE COUNTY  
FILED  
2007 MAY 30 10:34:47  
MICHAEL J. ...  
RECORDER

2007 043699

Prepared by:  
Roswell Properties, L.L.C., Ltd.  
Pam Witt  
3000 Smoot Road  
Smoot, WV 24977

After recording return to:  
Roswell Properties, L.L.C., Ltd.  
3000 Smoot Road  
Smoot, WV 24977

MORTGAGE AND LOAN DOCUMENT ASSIGNMENT AND ASSUMPTION

LOAN PURCHASE AGREEMENT dated March 19, 2007 between First Financial Bank, N.A. having an address of 300 High Street, Hamilton, Ohio 45011 ("Assignor"), and Roswell Properties, L.L.C., Ltd., an Ohio limited liability company, having an address at 100 North Center Street, Newton Falls, Ohio 44444 ("Assignee").

This Mortgage and Loan Document Assignment and Assumption is being executed and delivered pursuant to that certain Loan Purchase Agreement dated as of March 19, 2007 (the "Purchase Agreement") between Assignor and Assignee. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Assignor does hereby, through its duly appointed and authorized officers and/or representatives, sell, transfer, assign, deliver, set over and convey to Assignee, its successor and assigns, the following:

That certain Mortgage dated as of April 25, 1996 executed by Edwin R. Jarosz, Mortgagor(s), for the benefit of Sand Ridge Bank, a Subsidiary of First Financial Bank, N.A., and recorded on May 2, 1996 as Instrument No. 96029002, in the Office of the Recorder of Lake County Indiana. Said property is more particularly described as follows:

The East 2.5 Feet of Lot 1, all of Lot 2, and the West 2.5 Feet of Lot 3, Block 4, Homstead Gardens Addition, in the City of Hammond, as shown in Plat Book 29, Page 72, in Lake County, Indiana.

More Commonly Known As: 1702 170<sup>th</sup> Place  
Hammond, IN 26324

TO HAVE AND TO HOLD unto Assignee, its successors and assigns, forever, the Loan Documents, together with all and singular the rights and privileges thereunto in any wise belonging, other than any rights, claims or actions Assignor may have against any entity from which Assignor shall have acquired its interest in any of the Loan Documents, its officers, directors, employees, agents and insiders.

Assignee hereby assumes all obligations of Assignor under the above-referenced document, accruing from and after the date hereof.

17.00  
A.M.  
001250

This assignment is made without recourse and without any representation or warranty of any kind whatsoever, express or implied, or by operation of law, except to the extent that and only for so long and any representation or warranty specifically set forth in the Purchase Agreement survives the Closing. Assignee's remedies upon a breach by Assignor of any such representation or warranty are limited solely to those remedies of Assignee expressly set forth in Articles VIII and IX of the Purchase Agreement.  
First Financial Bank, N.A.

By: Roswell Properties, L.L.C., Ltd. Attorney In Fact  
The Cadle Company, its Manager

Daniel Hutsepiller, V.P. AIF

By: Daniel Hutsepiller, Vice President/Attorney In Fact

**\*Limited Power of Attorney recorded on May 3, 2007 as Instrument No. 2007036462**

STATE OF WEST VIRGINIA )

COUNTY OF GREENBRIER )

**Document is  
NOT OFFICIAL!**

**This Document is the property of  
Lake County Recorder!**

On this 24 day of May, 2007, before me, Pamela R. Witt, a Notary Public in and for said Commonwealth and County, personally appeared Daniel Hutsepiller and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

Pamela R. Witt

Notary Public

