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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 OCT 13 AM 10:00

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MICHAEL S. FAJMAN
RECORDER

CHICAGO TITLE INSURANCE COMPANY

ASSUMPTION AGREEMENT

620057406 CM

As consideration for the transfer of the real property located at 605 Sibley Street, Hammond, Indiana 46320, legally described as *Lot 29, Block 2, Louis E. Hohman's Addition to the City of Hammond, as shown in Plat Book 1, page 56 in Lake County, Indiana* in the Mortgage dated the **16th day of December, 2005**, executed by **Joseph W. Kovach** and **Halina M. Haywood** as Mortgagors, in which **Lake Federal Bank, FSB**, as Mortgagee, in the amount of **Forty-Eight Thousand Seven Hundred Fifty and 00/100 (\$48,750.00) dollars** recorded on March 16, 2006, in the Office of the Recorder of Lake County, Indiana, in deed record number 2006-021709; **Joseph W. Kovach, individually**, hereby assumes and agrees to pay the obligation of **Joseph W. Kovach** and **Halina M. Haywood** to Mortgagee as represented in the Mortgage, Adjustable Rate Rider, Family Rider, and the Adjustable Rate Note with each bearing the date of December 16, 2005 and to be bound by all of the conditions and covenants of the Mortgage. **Joseph W. Kovach, individually** and Mortgagee **Lake Federal Bank, FSB** acknowledge that the amount of the obligation to be assumed by **Joseph W. Kovach, individually**, is **Forty-Two Thousand Six Hundred Seventy-Three and 42/100 (\$42,673.42) dollars**, which is the outstanding principal balance on the loan secured by the Mortgage, Adjustable Rate Rider, Family Rider and Adjustable Rate Note executed on December 16, 2005. This amount is as of **July 20, 2010**. **Joseph W. Kovach, individually**, by Court Order in Lake County Superior Court Cause Number 45D01-0804-PL-00040, a copy of which is attached hereto as Exhibit "A", is granted exclusive rights in the property divesting **Halina M. Haywood** of all her right, title, and interest in the mortgaged property.

ASSIGNMENT

By Court Order in Lake County Superior Court Cause Number 45D01-0804-PL-00040, **Joseph W. Kovach, individually** is granted exclusive rights in the property divesting **Halina M. Haywood** of all her right, title, and interest in the mortgaged property, **Joseph W. Kovach, individually** shall receive any and all refunds and credits that may at any time accrue under the Mortgage by reason of payments made to Mortgagee by **Joseph W. Kovach** and **Halina M. Haywood** for the purpose of meeting existing or future obligations for taxes and insurance.

CONSENT OF LENDER

In valuable consideration, **Joseph W. Kovach** to Mortgagee **Lake Federal Bank, FSB**, receipt of which is acknowledged, the Mortgagee waives its right to exercise the due-on-sale clause contained in Page 13, Paragraph 22 of the Mortgage. It is agreed that this waiver is made solely for the benefit of **Joseph W. Kovach**, and shall not constitute a waiver by Mortgagee of any rights under the Mortgage in the event of subsequent sale of the property by **Joseph W. Kovach, individually**. **Halina M. Haywood** is now released from any obligation under the December 16, 2005 mortgage. Mortgagee hereby agrees to substitute **Joseph W. Kovach, individually** in place of **Joseph W. Kovach** and **Halina M. Haywood** as the parties obliged under the terms of the Mortgage, Adjustable Rate Rider, Family Rider, and the Adjustable Rate Note dated December 16, 2005 to make all future payments due under those agreements and be otherwise bound by its terms and conditions of the Mortgage, Adjustable Rate Rider, Family Rider, and the Adjustable Rate Note. Mortgagee further agrees that **Halina M. Haywood** is hereby

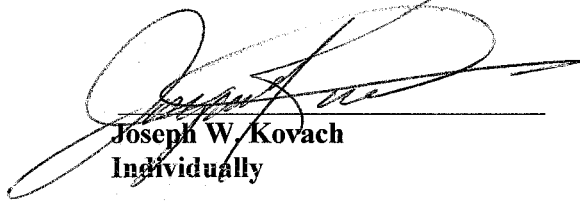
Initials

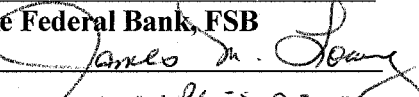
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CT
[Handwritten signature]

discharged and released from all obligations under the Mortgage, Adjustable Rate Rider, Family Rider, and the Adjustable Rate Note. The unpaid principal balance stated above is correct as of the date stated.

BY SIGNING BELOW, Joseph W. Kovach, Individually, accepts and agrees to the terms and in this Agreement.

Executed on the 5th day of OCTOBER, 2010, in the County of _____ County, State of Indiana.


Joseph W. Kovach
Individually

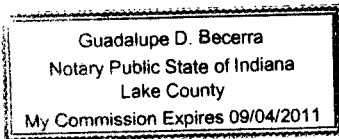
Lake Federal Bank, FSB
By: 
VICE PRESIDENT
James M. Lowry

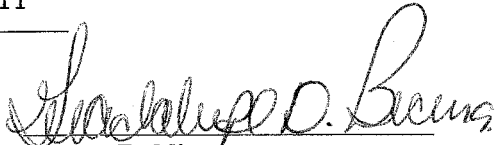
STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

On this the 5th day of OCTOBER, 2010, before me, the undersigned, a Notary Public in and for said County, personally appeared Joseph W. Kovach and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My commission expires: 09/04/2011




Notary Public
County of Residence: _____

I.C. § 36-2-11-15 Statement

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Matthew N. Fech

Prepared by:
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After Recording Return to:
Lake Federal Bank
10865 Parrish Ave.
St. John, IN
46373