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ASSUMPTION AGREEMENT MICHEL A FAJMAN RECORDER

THIS AGREEMENT, made and entered into by, and between Home Solutions Partners I, LP, 8117 Preston Road, Suite 160, Dallas, Texas 75225 ("Home Solution") and Dwanell E. Warren, 222 McKinley Street, Gary, Indiana 46404 ("Warren").

RECITALS

- A. On or about November 27, 2001, Rubie Lee Warren executed a Note and Mortgage (Written Instruments) to BWM Mortgage, LLC, in the amount of \$40,500.00, the Mortgage was recorded in the Office of the Lake County Recorder, Indiana as Document No. 2001 099727.
- B. At the time Rubie Lee Warren executed the Written Instruments, Rubie Lee Warren owned the real estate pledged as collateral. The Property is located in Lake County, Indiana, and legally described as follows:

THE SOUTH 21 FEET OF LOT 6 AND THE NORTH 29 FEET OF LOT 7, BLOCK 35, GARY LAND COMPANY'S FOURTH SUBDIVISION, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 14, PAGE 15, LAKE COUNTY, INDIANA

MORE COMMONLY KNOWN AS 222 MCKINLEY, GARY INDIANA. A.P.N. #: 25-44-0189-0006

- C. Through successive Assignments of the Note and Mortgage, Home Solutions Partners I, LP is now the owner of the Written Instruments.
- D. Dwanell E. Warren desires to assume the legal obligation to repay the Note and Mortgage, and stand in the shoes of the original borrower Rubie Lee Warren.
- E. Home Solutions Partners I, LP is willing to allow Dwanell E. Warren to assume the legal obligations and stand in the shoes of the original borrower/mortgagor.
- F. Dwanell E. Warren agrees to become bound to Home Solution for the full, complete and prompt payment of the Note and Mortgage.

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AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, it is hereby agreed as follows:

- 1. Dwanell E. Warren and Home Solutions Partners I, LP ("the Parties") agree that all agreements, terms, conditions, and covenants of the Written Instruments shall remain unaltered and in full force and effect.
- 2. Dwanell E. Warren agrees to stand in the shoes of the original borrower and further agrees to abide by all covenants and agrees to assume all legal obligations owed by the original borrower, including but not limited to any and all duties to re-pay the Note and Mortgage without relief from valuation and appraisement laws, and with attorneys' fees and costs in the case of default;
- 3. Dwanell E. Warren further agrees to prevent liens from attaching to the property, or waste from occurring to the collateral property.
- 4. The Parties agree that any default under the Written Instruments is a default under this Assumption Agreement.
- 5. The Parties further agree that none of the provisions of this Agreement shall impair the validity, priority and enforceability of the Mortgage and the Note; and that if any language herein be construed by any court to adversely affect the validity of the secured debt or as releasing or diminishing the liability of anyone obligated for the payment of said debt, this Agreement may, at the option of Home Solution, be treated as null, void and of no effect.

IN WITNESS WHEREOF, Home Solutions Partners I, LP and Dwanell E. Warren have executed this Agreement as of the 7^{th} day of April, 2010.

Dated: April 7, 2010

DWANELL E. WARREN

By: DWanel E. Warrel

STATE OF INDIANA)
) SS: COUNTY OF LAKE)
On this 7 th day of April, 2010 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dwanell E. Warren who acknowledged the execution of the foregoing Assumption Agreement as a free and voluntary act.
WITNESS my hand and official seal. Lori L. Shelby, Notary Public Lori L. Shelby, Notary Public
My Commission Expires: 11/11/2015 Resident of Porter County, Indiana
Dated:
Home Solutions Partners I, LP ly their attorney you
By: Vin Haw
STATE OF ON SS:
COUNTY OF DUILLE
On this day of , 2010, before me, the undersigned, a Notary Public in and for said
County and State, personally appeared as of Home Solutions Partners I, LP who acknowledged the execution of the
of Home Solutions Partners I, LP who acknowledged the execution of the foregoing Assumption Agreement as a free and voluntary act of, and as his help free and voluntary act,
Acting for Home Solutions Partners LP. WITNESS my hand and official seal Notary Public My Commission Expires: 4 1624 Resident of Lawrence Resident of Law
Notary Public Dullo Mario 10 10 10 10 10 10 10 10 10 10 10 10 10
My Commission Expires: 4 1620 Resident of 12 X Commission Expires: 4 1620

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. Ann Marie Woolwine
by: Ann Marie Woolwine, Attorney at Law, 9191 Broadway, Merrillville, IN 46410

This Instrument prepared by: