

2012 041137

2012 JUN 21 AM 11:20

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

MICHAEL R. FAJMAN
RECORDER

AND WHEN RECORDED MAIL TO:
GMAC Mortgage, LLC
Assumption Department
3451 Hammond Avenue
Waterloo, IA 50702
Prepared by: Jenny Brouwer

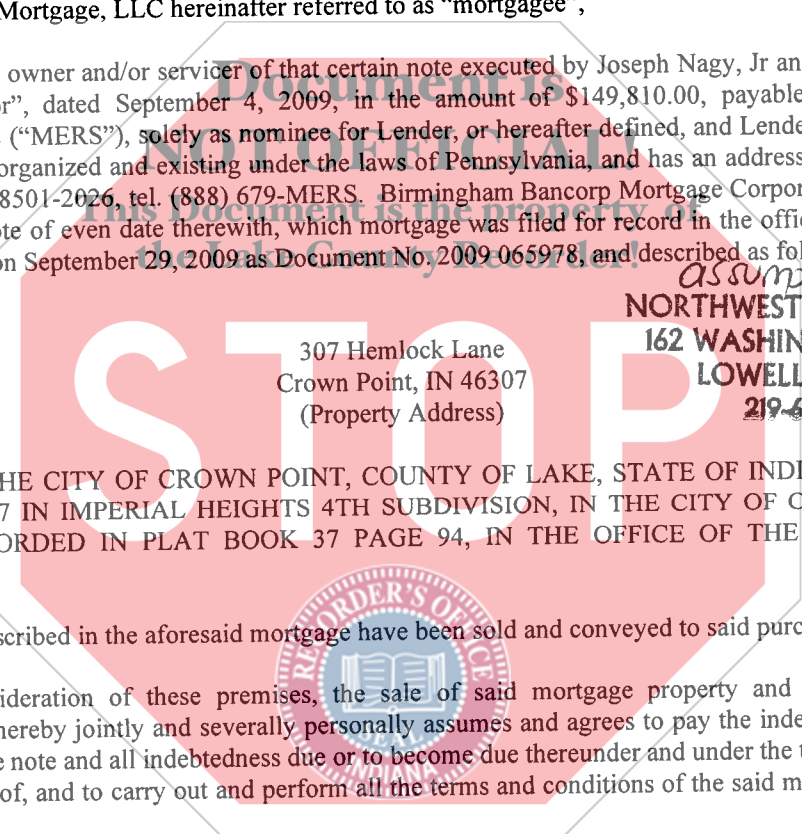
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GMACM Loan Number 0602449363

ASSUMPTION OF LIABILITY AGREEMENT
MIN # 10009090000085126

This agreement is effective the 1st day of July 2012, entered into by Karen Ward fka Karen Nagy, hereinafter referred to as "purchaser", with GMAC Mortgage, LLC hereinafter referred to as "mortgagee",

Whereas, mortgagee is the owner and/or servicer of that certain note executed by Joseph Nagy, Jr and Karen Nagy, hereinafter referred to as "mortgagor", dated September 4, 2009, in the amount of \$149,810.00, payable to Mortgage Electronic Registration Systems, INC ("MERS"), solely as nominee for Lender, or hereafter defined, and Lenders successors and assigns, as beneficiary. MERS is organized and existing under the laws of Pennsylvania, and has an address and telephone number of PO Box 2026, Flint MI 48501-2026, tel. (888) 679-MERS. Birmingham Bancorp Mortgage Corporation ("Lender"), and the mortgage securing said note of even date therewith, which mortgage was filed for record in the office of the recorder of Lake County, State of Indiana, on September 29, 2009 as Document No. 2009-065978, and described as follows:



307 Hemlock Lane
Crown Point, IN 46307
(Property Address)

assumption. ward
NORTHWEST INDIANA TITLE
162 WASHINGTON STREET
LOWELL, IN 46356
219-696-0100

LAND SITUATED IN THE CITY OF CROWN POINT, COUNTY OF LAKE, STATE OF INDIANA AND DESCRIBED AS FOLLOWS: LOT 117 IN IMPERIAL HEIGHTS 4TH SUBDIVISION, IN THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 37 PAGE 94, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Whereas, the premises described in the aforesaid mortgage have been sold and conveyed to said purchaser;

Now, therefore, in consideration of these premises, the sale of said mortgage property and other good and valuable consideration, purchaser hereby jointly and severally personally assumes and agrees to pay the indebtedness evidenced by the above described mortgage note and all indebtedness due or to become due thereunder and under the terms of the said mortgage, to holder or holders thereof, and to carry out and perform all the terms and conditions of the said mortgage and mortgage note as therein provided.

Purchaser agrees that any release of prior mortgagors and obligors shall not in any manner affect or impair the indebtedness evidenced by the above described note, the lien of the above described mortgage or the covenants, agreements and obligations set forth in said mortgage and note, or affect, alter or diminish the remedies at law or in equity for recovery on said security, whether as collateral or otherwise.

AMOUNT \$ 15.00
CASH _____ CHARGE _____ *104H*
CHECK # 3526
OVERAGE _____
COPY _____
NON-COM _____
CLERK YN

Purchaser further agrees that notwithstanding any release of prior mortgagors and obligors, purchaser, and each of them, shall be liable to pay the indebtedness evidenced by the aforesaid mortgage note and shall keep and perform all of the covenants and agreements contained in the aforesaid mortgage. Purchaser acknowledges that future assumptions of this mortgage may be restricted in accordance to the terms of the original mortgage. More specifically, the mortgage shall, with the prior approval of the Federal Housing Commissioner, or his assignee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, without first obtaining the prior written consent as may be required by the mortgage and/or any riders thereof.

JUN 18 2012

Date

Karen Ward
Karen Ward fka Karen Nagy - Purchaser

State of *Indiana*)
)SS:
County of *Lake*)

On this day of JUN 18 2012, before a notary public in and for the said county, personally appeared Karen Ward fka Karen Nagy, to me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledged that he (or they) executed the same as his (or their) free act and deed.

My commission expires:

Notary Public

RICHARD A. ZUNICA
Porter County
My Commission Expires
August 31, 2014

BEFORE I SIGN, I WILL BE RESPONSIBLE FOR VERIFYING THAT I HAVE TAKEN REASONABLE
PRECAUTIONS TO REDACT EACH SOCIAL SECURITY
NUMBER IN THIS DOCUMENT UNLESS
REDACTION IS REQUIRED BY LAW.

