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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2015 MAY 20 PM 1:53

MICHAEL B. BROWN  
RECORDER

2015 031343

WHEN RECORDED RETURN TO:

Franklin American Mortgage Company  
Attention: Assumptions Department  
425 Phillips Blvd  
Ewing, NJ 08628  
Investor #: 0210566734

[Space Above This Line For Recording Data]

### Assumption Agreement

Min #: 1000522 1001637178 3  
888-679-MERS

AGREEMENT made on this 11<sup>th</sup> day May 2015  
by and between MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
("MERS") herein after referred to as "Mortgagee", DANIEL M. HUGHES AND  
MARIA V. HUGHES hereinafter referred to as the "Mortgagors", MARIA V.  
HUGHES herein after referred to as "Assuming Grantee".

#### WITNESSETH:

1. Mortgagee is the holder of a Note/Bond and Mortgage/Deed of Trust made by the Mortgagors dated 3-25-13 and recorded in the office of the 4-2-13 County in Book at Page(s) 2013-003509 of as Instrument Number, covering premises known as: **1209 W CLEVELAND AVENUE, HOBART, IN 46342**
2. There is due on said Note/Bond and Mortgage/Deed of Trust as of the date **JUNE 2015** hereof the sum **\$62,251.35** together with interest from **MAY 2015**
3. The said Mortgage/Deed of Trust provides that in the event of a sale or transfer of the mortgaged premises the unpaid principal indebtedness shall become due unless the prior consent of the Mortgagee shall be obtained.
4. In consideration of the agreement and undertaking of the Assuming Grantee assuming and agreeing to pay the Note/Bond and to perform the covenants and obligations of said Mortgage/Deed of Trust securing said Note/Bond, Mortgagee waives and relinquishes its right under the Mortgage/Deed of Trust to declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable by reason of the sale and transfer by the Mortgagors to the Assuming Grantee, it being understood and agreed that this waiver and relinquishment applies only to said sale or transfer and not to any future sale or transfer.
5. It is further understood and agreed that the Mortgagors are released of any liability in and under the above described Note/Bond and Mortgage/Deed of Trust, as amended hereby, and hereby consent to and agree to all of the terms of the herein described Note/Bond and Mortgage/Deed of Trust.
6. The Mortgagee, in consideration of the covenants in this agreement, has at the request of the Mortgagors, agreed to a transfer of the mortgaged premises to the Assuming Grantee subject to the following conditions:

\$16  
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COMMUNITY TITLE COMPANY  
FILE NO 157670

- A. The Assuming Grantee, their Successors or assigns, hereby covenant and agree that from and after this date, they shall be jointly and severally liable for and bound by each and all of the terms of the said Note/Bond and Mortgage/Deed of Trust in the same manner and to the same extent as if they had executed said instruments in the first instance.
- B. All payments to the Mortgagee must be current at the time of transfer of title.

ALL PARTIES TO THIS AGREEMENT specifically undertake and agree that nothing in this agreement shall be understood or construed to amount to a satisfaction or release in whole or in part of said Note/Bond or impair the right of sale provided for under the terms of the Mortgage/Deed of Trust or other remedy provided by law for the foreclosure of the Mortgage/Deed of Trust by action or otherwise.

IT IS UNDERSTOOD AND AGREED that all terms and conditions of the above mentioned Note/Bond and Mortgage/Deed of Trust shall remain in full force and effect without change, except as hereinafter otherwise specifically provided and that this agreement applies only to this said sale of transfer.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day first above written.

Mortgagee: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")**

By: *Mark F. Kelbaugh*  
 MARK F. KELBAUGH

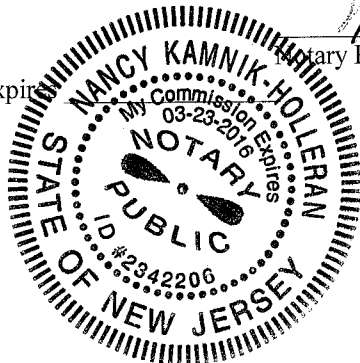
Witness: *Michael Esposito* Michael Esposito

State of     New Jersey     :

County of     Mercer    

On this     21<sup>st</sup>     day of     April     2015, before me, the Undersigned Notary Public in and for said County and State, personally appeared **MARK F. KELBAUGH** and, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within Instrument as Assistant Vice President of the corporation that executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

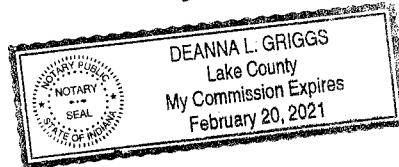
My Commission Expires \_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public



Mortgagors:

*Daniel M. Hughes*  
DANIEL M. HUGHES

*Maria V. Hughes*  
MARIA V. HUGHES



State of Indiana :

County of Lake :

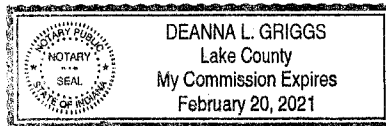
On this 11<sup>th</sup> day of may 20 15, before me, the undersigned Notary Public in and for said County and State, personally appeared DANIEL M. HUGHES AND MARIA V. HUGHES who I am satisfied is/are the person(s) named in and who executed the within Instrument, and thereupon he/she/they acknowledged that he/she/they signed, sealed and delivered the same as his/her/their act and deed, for the purposes therein expressed.

*Deanna L. Griggs*  
Notary Public

My Commission Expires: 2.20.21

Assuming Grantee:

*Maria V. Hughes*  
MARIA V. HUGHES



State of Indiana :

County of Lake :

On this 11<sup>th</sup> day of may 20 15, before me, the undersigned Notary Public in and for said County and State, personally appeared MARIA V. HUGHES who I am satisfied is/are the person(s) named in and who executed the within Instrument, and thereupon he/she/they acknowledged that he/she/they signed, sealed and delivered the same as his/her/their act and deed, for the purposes therein expressed.

*Deanna L. Griggs*  
Notary Public

My Commission Expires 2.20.21