

2012 078459

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDS
2012 NOV -6 AM 9:17
MICHAEL J. BURDWIN
RECORDER

2016 074184

ASAP Recording
Centier Bank
600 E 84th Ave
Merrillville, IN
44412

SUBSTITUTION AND ASSUMPTION AGREEMENT

****Re-Record to correct legal description****

This Substitution and Assumption Agreement ("Agreement") is made on October 25, 2012, by R. MORIN CONSTRUCTION INC., an Indiana corporation ("Prior Owner"), and LAKE COUNTY TRUST NO. 1901, ("New Owner"). As of DECEMBER 14, 2005, Prior Owner granted to CENTIER BANK ("Bank") a certain Mortgage recorded in the Office of the Recorder of Lake County on DECEMBER 23, 2005, as document no. 2005 112685 (the "Mortgage").



STATE OF INDIANA
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FILED FOR RECORDS
2016 NOV 9 AM 9:28
MICHAEL J. BURDWIN
RECORDER

Prior Owner has conveyed or will convey to New Owner the real property described in the Mortgage, as described on Exhibit A, which is attached hereto and made a part hereof (the "Real Estate"). Bank has required that New Owner become fully responsible and liable for all agreements, promises, undertakings, representations, warranties, indemnifications and obligations under and with respect to the Mortgage as a condition for Bank's approval of the conveyance of the Real Estate from Prior Owner to New Owner.

The parties agree as follows for the benefit of Bank, in consideration of the agreement of Bank to consent to the conveyance of the Real Estate:

1. **Assumption of Mortgage.** As of and after the date of the conveyance of the Real Estate by Prior Owner to New Owner, New Owner and Prior Owner will be jointly and severally responsible and liable for all agreements, promises, undertakings, representations, warranties, indemnifications and obligations of the "Mortgagor" under and with respect to the Mortgage, as though both New Owner and Prior Owner had been jointly and severally listed as "Mortgagor" thereunder.

Not in limitation of any other provisions of this Agreement, New Owner hereby assumes all agreements, promises, undertakings, representations, warranties, indemnifications and obligations of Prior Owner under and with respect to the Mortgage.

2. **Continuance of Mortgage.** Prior Owner and New Owner acknowledge and agree that this Agreement does not amend or modify the Mortgage, and that the Mortgage remains in full force and effect. Prior Owner and New Owner further acknowledge and agree that the mortgages, liens and interests of Bank in and to the Real

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Estate are not modified, limited or otherwise affected by this Agreement or by Bank's acceptance hereof.

3. **Status of Bank.** Prior Owner and New Owner expressly acknowledge that Bank is intended to be, and is, a third-party beneficiary of this Agreement. Not in limitation of the foregoing, Bank may enforce any or all obligations of either or both of Prior Owner and New Owner under or with respect to this Agreement as though Bank were a party hereto.

Prior to full and final payment of all obligations secured by the Mortgage, this Agreement may not be terminated, amended, waived or otherwise limited in any way without the prior written consent of Bank.

IN WITNESS WHEREOF, Prior Owner and New Owner have executed this Substitution and Assumption Agreement as of October 25, 2012.

Prior Owner:

R. MORIN CONSTRUCTION, INC., an Indiana corporation

By: Rita J Morin, Secretary
RITA MORIN, SECRETARY/TREASURER

STATE OF INDIANA)

COUNTY OF LAKE)

Document is NOT OFFICIAL!

BEFORE ME, the undersigned, a Notary Public, on October 25th, 2012, personally appeared Rita J. Morin personally known to me to be the same person whose name is subscribed to the foregoing document as Secretary / Treasurer of R. Morin Construction and being first duly sworn by me upon oath, acknowledged that such person has read and understands the foregoing and that such person has affixed such person's name to and delivered said document as such person's own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



Official Seal
LORI DORUSHA
Resident of Lake County, IN
My commission expires
December 5, 2016



_____, Notary Public

Commission Expires: _____ County of Residence: _____

New Owner:

LAKE COUNTY TRUST NO. 1901

By: _____
SEE ATTACHED SIGNATURE PAGE

STATE OF INDIANA)
)
COUNTY OF LAKE) SS:

BEFORE ME, the undersigned, a Notary Public, on October _____, 2012, personally appeared _____ personally known to me to be the same person whose name is subscribed to the foregoing document as _____ of _____, and being first duly sworn by me upon oath, acknowledged that such person has read and understands the foregoing and that such person has affixed such person's name to and delivered said document as such person's own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



_____, Notary Public

Commission Expires: _____ County of Residence: _____



This instrument was prepared by: Thomas Neuffer
Centier Bank
600 E 84th Avenue
Merrillville, IN 46410-9971

The foregoing preparer states as follows: T.D.N.

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.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is a "Transferor" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument. The information contained in this instrument has been furnished the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 25th day of October 2012.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated May 17, 1989 and known as Trust No. 1901.

By: Elaine M. Sievers
Elaine M. Sievers, Trust Officer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Elaine M. Sievers, Trust Officer of the Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as her free and voluntary act, acting for such corporation as Trustee.

Witness my hand and seal this 25th day of October 2012.

Hesta Smith
Hesta Smith, Notary Public

My Commission expires: 10-11-15

Lake County, IN. resident

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

LOT 154 IN COUNTRY MEADOW ESTATES THIRD ADDITION, UNIT 22, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 90, PAGE 76 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

LOT 155 IN COUNTRY MEADOW ESTATES THIRD ADDITION, UNIT 22, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 90, PAGE 76 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

LOT 164 IN COUNTRY MEADOW ESTATES THIRD ADDITION, UNIT 15, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 89, PAGE 10 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

LOT 193 IN COUNTRY MEADOW ESTATES THIRD ADDITION, UNIT 14, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 87, PAGE 60, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

LOT 198 IN COUNTRY MEADOW ESTATES THIRD ADDITION, UNIT 15, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 89, PAGE 10, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

