

9

CHICAGO TITLE INSURANCE COMPANY

(5) CHAW1905384

2019-086281

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

2019 Dec 13 9:15 AM

Recording Requested By and Return To:
FREEDOM MORTGAGE CORPORATION
ATTENTION: ASSUMPTION DEPARTMENT
10500 KINCAID DRIVE, STE 300
FISHERS, IN 46037

Loan No: 0058263799

Data ID: 656

ASSUMPTION AND RELEASE OF LIABILITY AGREEMENT

MIN: 100650001606130028 MERS Phone: 1-888-679-MERS (6377)

THIS AGREEMENT, made this December 9, 2019, between AMY L SCHAEFFER, AN UNMARRIED WOMAN, whose address is 953 PORTRAIT PL, DYER, IN 46311 (the "Transferor"); and DAVID R. SCHAEFFER, AN UNMARRIED MAN, whose address is 953 PORTRAIT PL, DYER, IN 46311 (the "Transferee"); and FREEDOM MORTGAGE CORPORATION, 10500 KINCAID DRIVE STE 300, FISHERS, INDIANA 46037 (the "Lender"); MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., acting solely as nominee for LINCOLWAY COMMUNITY BANK 1000 E LINCOLN HWY, NEW LENOX, IL 60451, its successors and assigns (the "Mortgagee");



WITNESSETH:

WHEREAS:

A Note in the principal sum of \$155,200.00 was executed by AMY L SCHAEFFER AND DAVID R SCHAEFFER, WIFE AND HUSBAND ("Original Obligor(s)") on July 12, 2016, and delivered unto LINCOLWAY COMMUNITY BANK 1000 E LINCOLN HWY, NEW LENOX, IL 60451 for payment of this sum together with interest at the rate and upon the terms as more fully set forth in the Note; and

A Deed of Trust/Mortgage/Security Deed ("Security Instrument") was also executed, acknowledged and delivered to Mortgagee of even date therewith, which Security Instrument was recorded in INSTRUMENT NO. 2016043814 ON JULY 15TH 2016 of the Official Records of the County Recorder's or Clerk's Office of LAKE COUNTY, INDIANA, and which Security Instrument covered the premises described as follows:



P+0058263799+3319+01+08+ASMPREL

Handwritten notes: \$2500, 1820801425, and a signature.

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Lender is the holder of the Note and Mortgagee, acting as nominee for Lender, is the holder of the Security Instrument and subsequent modifications thereof, if any (collectively the "Mortgage").

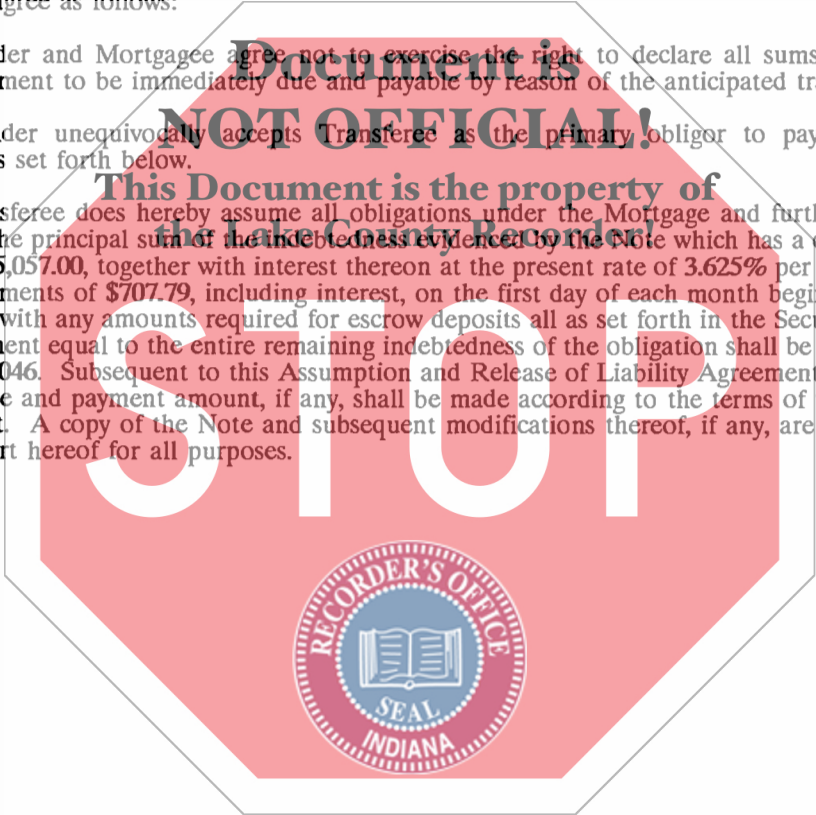
Transferor is to convey the premises described above to Transferee, and Transferee desires to assume payment of the Note and assume the terms of the Security Instrument; and

NOW, THEREFORE, in consideration of the mutual promises of the Parties hereto and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. Lender and Mortgagee agree not to exercise the right to declare all sums secured by the Security Instrument to be immediately due and payable by reason of the anticipated transfer.

2. Lender unequivocally accepts Transferee as the primary obligor to pay the remaining indebtedness as set forth below.

3. Transferee does hereby assume all obligations under the Mortgage and further assumes and agrees to pay the principal sum of the indebtedness evidenced by the Note which has a current principal balance of **\$145,057.00**, together with interest thereon at the present rate of **3.625%** per annum, in equal monthly installments of **\$707.79**, including interest, on the first day of each month beginning **January 1, 2020**, together with any amounts required for escrow deposits all as set forth in the Security Instrument. A final installment equal to the entire remaining indebtedness of the obligation shall be due and payable on **August 1, 2046**. Subsequent to this Assumption and Release of Liability Agreement, adjustments to the interest rate and payment amount, if any, shall be made according to the terms of the Mortgage or this Agreement. A copy of the Note and subsequent modifications thereof, if any, are attached hereto and made a part hereof for all purposes.



4. Transferor hereby relinquishes and transfers to Transferee all Transferor's interest in any monies which may be held by Lender as escrow deposits for the purposes of application to taxes, assessments, fire, or other insurance premiums, or any other purposes for which deposits are being required by Lender. Transferee assumes the liability for payment of any unpaid taxes, assessments, fire, or other insurance premiums and agrees to continue making monthly deposits for such purposes if required by the Note and Security Instrument.

5. Lender and Mortgagee do hereby relieve and release Original Obligor(s) of and from any and all further liability or obligation to make the payments provided for pursuant to the terms of the Mortgage. It is expressly understood and agreed by the Parties hereto that this Agreement shall not be deemed to be or construed as a release of the indebtedness nor shall anything herein contained in any manner or form impair the validity of the lien of the Security Instrument.

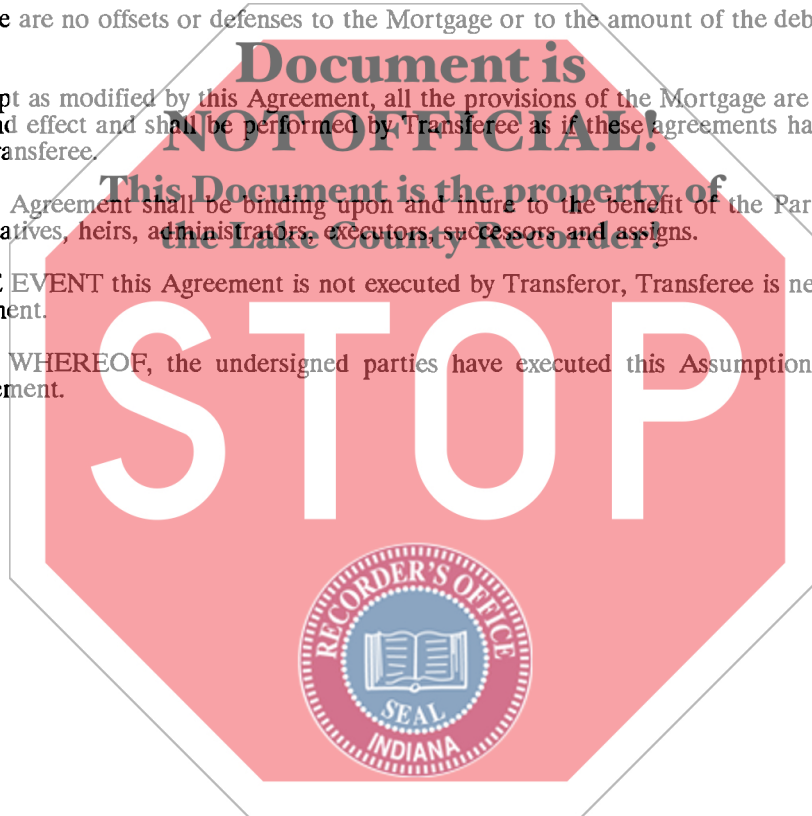
6. There are no offsets or defenses to the Mortgage or to the amount of the debt as hereinbefore set forth.

7. Except as modified by this Agreement, all the provisions of the Mortgage are and shall remain in full force and effect and shall be performed by Transferee as if these agreements had been originally executed by Transferee.

8. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their legal representatives, heirs, administrators, executors, successors and assigns.

IN THE EVENT this Agreement is not executed by Transferor, Transferee is nevertheless bound by this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Assumption and Release of Liability Agreement.



Loan No: 0058263799

Data ID: 656

Transferor:

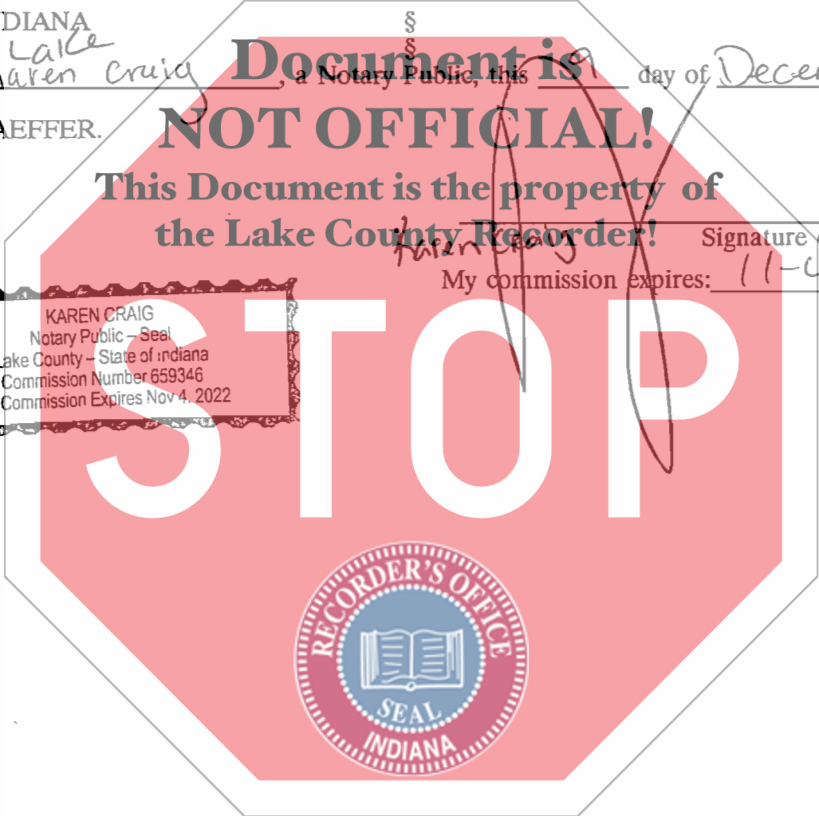
Amy L. Schaeffer (Seal)
AMY L. SCHAEFFER—Seller

TRANSFEROR ACKNOWLEDGMENT

STATE OF INDIANA
COUNTY OF Lake
Before me, Karen Craig, a Notary Public, this 11 day of December,
2019
AMY L. SCHAEFFER.

(Stamp)

KAREN CRAIG
Notary Public - Seal
Lake County - State of Indiana
Commission Number 659346
My Commission Expires Nov 4, 2022



Document is
NOT OFFICIAL!
This Document is the property of
the Lake County Recorder! Signature of notary public
My commission expires: 11-4-2022



Loan No: 0058263799

Data ID: 656

Transferee:

David R. Schaeffer(Seal)
DAVID R. SCHAEFFER —Borrower

TRANSFEREE ACKNOWLEDGMENT

STATE OF INDIANA §
COUNTY OF Lake §
Before me, Karen Craig, a Notary Public, this 9 day of December,
2019
DAVID R. SCHAEFFER
acknowledged the execution of the annexed instrument.

[Seal]

**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

Notary Public

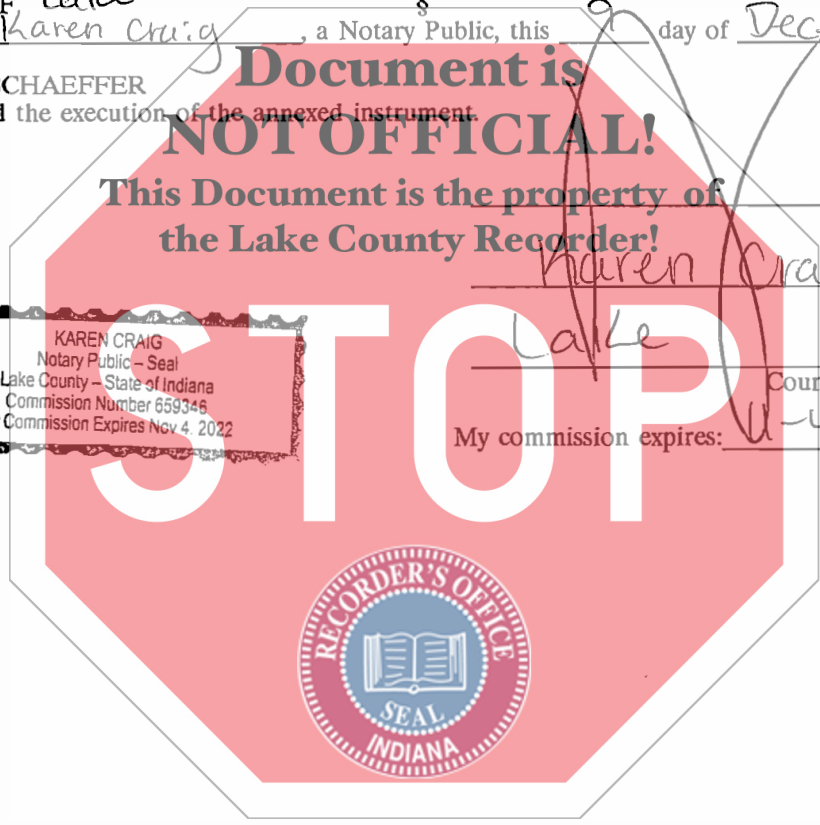
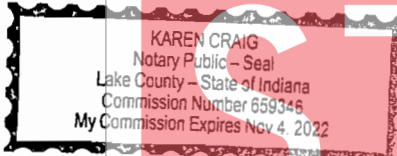
Karen Craig

(Printed Name)

Lake

County of Residence

My commission expires: 11-4-2022



Loan No: 0058263799

Data ID: 656

Lender:

FREEDOM MORTGAGE CORPORATION

By

Its:

[Handwritten Signature]

Lisa A. Schroeder
(Printed Name and Title)

Processor

LENDER ACKNOWLEDGMENT

STATE OF
COUNTY OF

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Before me, FREEDOM MORTGAGE CORPORATION, A New Jersey Corporation, this 10 day of October, 2019, personally appeared by Lisa A. Schroeder its Processor and acknowledged the execution of the annexed instrument.



SHELBY CHATHAM
Shelby County
Commission #690532
My Comm. Exp 09-08-2024

Shelby Chatham
Notary Public

Shelby Chatham
(Printed Name)

Shelby
County of Residence

My commission expires: 9/8/2024



Loan No: 0058263799

Data ID: 656

Mortgagee:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: Lisa A. Schroeder

Its: Assistant Secretary

(Printed Name and Title)

MORTGAGEE ACKNOWLEDGMENT

STATE OF
COUNTY OF

Document is NOT OFFICIAL!

Before me, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., this 10 day of October, 2018, personally appeared by LISA A. Schroeder its Assistant Secretary and acknowledged the execution of the annexed instrument.



SHELBY CHATHAM
Shelby County
Commission #690532
My Comm. Exp 09-08-2024

Shelby Chatham
Notary Public

Shelby Chatham
(Printed Name)

Shelby
County of Residence

My commission expires: 9/8/2024



Loan No: 0058263799
Borrower: DAVID R. SCHAEFFER
Property Address: 953 PORTRAIT PL, DYER, IN 46311

Data ID: 656

LEGAL DESCRIPTION

Paste final legal description here then photocopy.

Please see attached



Prepared by: Christina V. Jenkins, AsurityDocs
717 N. Harwood, Suite 1600, Dallas, TX 75201

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, Christina V. Jenkins, AsurityDocs.

Page 8 of 8 Pages



P+0058263799+3319+08+08+ASMPREL

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 45-11-07-352-020.000-034

THE NORTHWESTERLY 49.48 FEET OF LOT 89 (AS MEASURED AT 90 DEGREES AND PARALLEL TO THE NORTHWESTERLY LINE OF SAID LOT 89) IN ROCKWELL SUBDIVISION - PHASE 3, AN ADDITION TO THE TOWN OF DYER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 97, PAGE 84, AND RE-RECORDED IN PLAT BOOK 97, PAGE 90, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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