

2020-017090

2020 Mar 12

8:37 AM

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

FILE 2ND

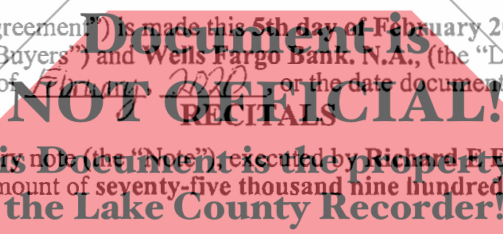


REF178391697B

**ASSUMPTION AGREEMENT  
WITH RELEASE OF LIABILITY**

WFRASm 20206022

This Assumption Agreement (The "Agreement") is made this 5th day of February 2020, by and between **Samantha Jean Espinoza, Michael J Espinoza** (the "Buyers") and **Wells Fargo Bank, N.A.**, (the "Lender") and **Richard E Espinoza** (the "Sellers") to be effective 26 day of February, 2020, or the date document is recorded, whichever is applicable.



The Lender is the holder of a promissory note (the "Note") executed by **Richard E Espinoza** and dated the **13th** day of **June, 2014**, in the original principal amount of **seventy-five thousand nine hundred five dollars and zero cents (\$75,905.00)**.

The Note is secured by a **first Security Instrument** executed by the Sellers and dated **June 13, 2014**, on certain real property located in **Lake County, Indiana**, (the "Security Instrument") legally described as follows:

LEGAL DESCRIPTION: **SEE ATTACHED EXHIBIT "A"**

which Security Instrument was duly recorded/filed on **June 24, 2014**, in the office of the County Recorder in and for **Lake County, Indiana** as doc# **2014 036078**.

Contemporaneously with the execution of the Agreement the Sellers have conveyed to the Buyers all right, title and interest in the above described property.

The Security Instrument provides that it may be assumed by subsequent purchasers of said real estate only with the approval of the Lender.

As part of the purchase price of the above described property the Buyers have agreed to assume and pay the indebtedness evidenced by Note and to be bound by the obligations of the Security Instrument, as amended by this Agreement.

Upon such assumption the lender is willing to release the Sellers from all personal liability arising under the Note and Security Instrument.

In consideration of their mutual promises the Buyers and the Lender hereby agree as follows:

1. The Buyers hereby assume and promise to pay all of the indebtedness evidenced by the Note as modified, and agree to be bound by and to perform all of the covenants of the Security Instrument at the time and in the manner provided therein. The Buyers further agree that the above described property shall be held as security for any and all indebtedness of the Buyers evidenced by the Note otherwise secured by the Security Instrument.
2. The Buyers agree and acknowledge that the Note, Security Instrument and all other loan documents are valid and enforceable in accordance with their terms and there are no offsets, defenses, or counterclaims available with regard to the enforcement and validity of these documents.
3. The Lender hereby approves the assumption provided for in the preceding paragraphs and releases the Sellers from all personal liability which may hereafter arise under the Note and Security Instrument.
4. This agreement shall not waive Lender's rights with respect to giving its approval of any subsequent assumptions of the obligation evidenced by the Note and secured by the Security Instrument.
5. On or before the Effective Date, Buyer/Seller shall pay to Lender a fee for in an amount indicated in the disclosure or other documents provided to Buyer/Seller by Lender in connection with the Assumption.
6. Save as provided in the Agreement, the terms and provisions of said Note and Security Instrument remain unchanged.
7. The Buyers hereby acknowledge receipt of a copy of the Note and Security Instrument.

**NO SALES DISCLOSURE NEEDED**

Approved Assessor's Office

*[Signature]*

*Ch. 5482238*  
*[Signature]*

In witness whereof, Buyers and Sellers have executed this Agreement.

Sellers

Richard E Espinoza

N/A

N/A

N/A

Buyers

Samantha Jean Espinoza

Michael J Espinoza

N/A

N/A

STATE OF Indiana } S.S.  
COUNTY OF Lake

On 2-26-2020 before me, Maurice Watson, personally appeared Richard E Espinoza personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Maurice Watson

My Commission Expires: 3-22-2026

STATE OF Indiana } S.S.  
COUNTY OF Lake

On 2-26-2020 before me, Maurice Watson, personally appeared Samantha Jean Espinoza and Michael J Espinoza personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Maurice Watson

My Commission Expires: 3-22-2026

Document is

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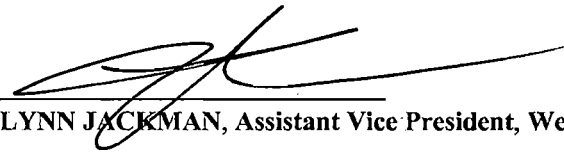
the Lake County Recorder!

MAURICE C WATSON  
Notary Public - Seal  
Lake County - State of Indiana  
Commission Number 711736  
My Commission Expires Mar 22, 2026



MAURICE C WATSON  
Notary Public - Seal  
Lake County - State of Indiana  
Commission Number 711736  
My Commission Expires Mar 22, 2026

WELLS FARGO BANK N.A.

  
LYNN JACKMAN, Assistant Vice President, Wells Fargo Bank. N.A.

STATE OF MINNESOTA

} S. S.  
}

COUNTY OF HENNEPIN

On this 26-2020, before me, a Notary Public, in and for said County and State, personally appeared LYNN JACKMAN to me personally known, who being by me duly sworn did say that he/she is the Assistant Vice President respectively of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and the said LYNN JACKMAN acknowledged said instrument to be the free act and deed of said corporation.



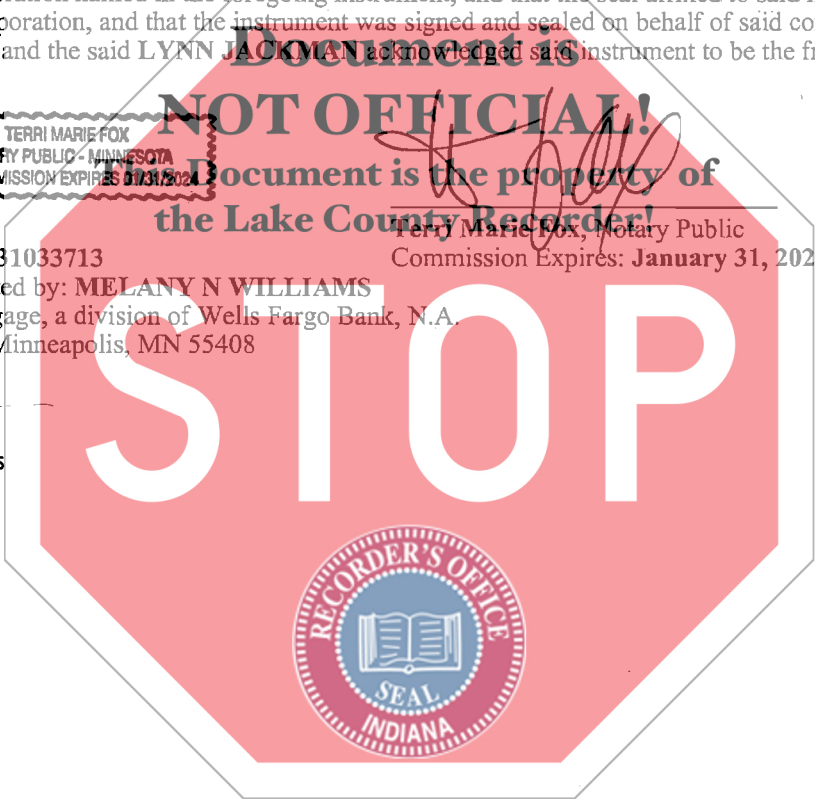
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This Document is the property of  
the Lake County Recorder!

  
Terri Marie Fox, Notary Public  
Commission Expires: January 31, 2024

Notary Commission No: 31033713  
This instrument was drafted by: MELANY N WILLIAMS  
Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A.  
2701 Wells Fargo Way, Minneapolis, MN 55408  
MACN9408-053

Return to:  
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# EXHIBIT "A"

## LEGAL DESCRIPTION

**LOT 16 AND THE WEST HALF OF LOT 17, ALL IN BLOCK 2, OF JOHN A. TOKARZ  
LAKEVIEW SUBDIVISION IN THE CITY OF HAMMOND IN PLAT BOOK 19, PAGE 27,  
LAKE COUNTY, INDIANA.**

APN: 45-03-07403-034.000-023

PROPERTY ADDRESS: 342 LAKEVIEW AVENUE, WHITING, IN 46394



WFRASM20206022