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2020-081019

2020 Nov 6

8:33 AM

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

ASSUMPTION AGREEMENT

Xxxxxx0481



This Assumption Agreement is made and executed this 28th day of September 2020 by and between FIFTH THIRD BANK, NATIONAL ASSOCIATION, SBM TO FIFTH THIRD MORTGAGE CO., 38 Fountain Square, Cincinnati, Ohio 45263 and Philip Clanton ("Assumptor") under the following terms and conditions:

**NOT OFFICIAL!**

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

WHEREAS, FIFTH THIRD BANK, NATIONAL ASSOCIATION, SBM TO FIFTH THIRD MORTGAGE CO., previously made a loan to Elbert Weems and Dorothy Weems, husband and wife, ("Borrower") as his/her sole and separate property, which is evidenced by a certain Note ("hereinafter the Mortgage) dated May 16, 2008 and Recorded June 17, 2008 in Document Number: n/a, Book: 2008, Page: 044086, in the amount of \$50,000.00, recorded, in the Official Records of Lake County, Indiana. Said Mortgage covers the following described property:

**LOT 11 AND 12, IN BLOCK 5, IN MARBLE'S SUBDIVISION OF BLOCKS 3, 4, 5, AND 6, IN MARBE'S ADDITION TO HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 5, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.**

Commonly known as: 924 AMES STREET, HAMMOND, IN 46320

Parcel Number: 26-35-0046-0014

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JTB

\$25,000

3385 8841

WHEREAS, Elbert Weems and Dorothy Weems are deceased and Philip Clanton is now the owner(s) of the above-described property, having been devised or inherited the same in accordance with the requisite statute of descent and distribution, and has requested that Fifth Third agree to Philip Clanton, assumption of the Loan, Note and Mortgage and on the terms and conditions set forth in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, agreements, and promises set forth hereinafter, the parties hereto do covenant and agree as follows

1. Philip Clanton assumes and agrees to pay Fifth Third all sums due and owing under the terms of the Loan, Note and Mortgage and further agrees to pay and perform all of the Borrowers' obligations to Fifth Third under the Note and Mortgage, with the same effect as though Philip Clanton had signed the Note and Mortgage. Philip Clanton further specifically agrees to be bound by all conditions, terms, covenants and obligations of the Note, Loan and Mortgage as set forth in each document.

2. Fifth Third consents to Philip Clanton's assumption of the Loan, Note and Mortgage and to the transfer of title in the Property to Philip Clanton hereby releasing Elbert Weems and Dorothy Weems, from any further obligation under the Loan, Note and Mortgage. The consent of Fifth Third, however, is limited to this transaction only. Any other transfer of an interest in the Property shall require the written consent of Fifth Third as provided in the Mortgage.

3. Fifth Third has made no representations and assumes no responsibility with reference to any matter relating to transfer of the Property, including, but not limited to (i) the value, condition, or utility of the Property, (ii) the condition of the title or presence or absence of any liens or encumbrances on the Property, or (iii) the effectiveness of the conveyance to Philip Clanton.

4. Philip Clanton assumes any matters affecting title to the Property since the date of the recording of the Mortgage as set forth above.

5. As of September 28, 2020, the current principal balance owing under the Loan is \$40,397.99. Philip Clanton agrees that in consideration of Fifth Third's acceptance of this Agreement that the obligation assumed shall, from the date of this agreement, be calculated at the rate 7.25 percent interest per annum until fully paid or until the next interest change date, should the Mortgage be an adjustable rate Mortgage.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures, or caused their corporation names to be subscribed by their authorized officers on the date and year first written above

Signed and acknowledged in the presence of:

Witness: \_\_\_\_\_

Philip Clanton  
Philip Clanton  
Assumptor

Witness: \_\_\_\_\_

STATE OF )  
                  ) SS:  
COUNTY OF )

On the 20 day of October in the year 2020 before me, the undersigned, Phillip Clanton personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

**STOP**

Breck A Sanders  
Notary Public

My Commission Expires:

June 15, 2025



BRECK A. SANDERS  
Notary Public - Seal  
Lake County - State of Indiana  
Commission Number 701706  
My Commission Expires Jun 15, 2025

FIFTH THIRD BANK, NATIONAL ASSOCIATION, SBM TO FIFTH THIRD MORTGAGE CO.

By: Misty Rowe  
Title: Officer

KC Cordell

Witness: Kasandra Cordell

Gill Lane

Witness:

STATE OF OHIO )

SS:

COUNTY OF HAMILTON )

On October 29, 2020, before me, LaJoyce S. Davis a Notary Public in and for Hamilton in the State of Ohio, personally appeared Misty Rowe for FIFTH THIRD BANK, NATIONAL ASSOCIATION, SBM TO FIFTH THIRD MORTGAGE CO., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



LaJoyce S. Davis  
Notary Public

My Commission Expires:

Prepared by and Return to: Kasandra Cordell  
Fifth Third Bank  
5001 Kingsley Drive 1MOBAT  
Cincinnati, OH 45227



LA JOYCE S. DAVIS  
Notary Public, State of Ohio  
My Commission Expires  
March 18, 2023  
Recorded in Hamilton County