

02-534231  
07/20/2023 02:43 PM  
TOTAL FEE: 20.00  
BY: JAS  
PG #: 5  
RECORDED AS PRESENTED

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
GINA PIMENTEL  
RECORDER

**ASSUMPTION AGREEMENT**  
Previous Loan Number - 0422699439  
Current Loan Number - 0323023143

This Assumption Agreement ("Agreement") is made and executed this 12th day of April 2023, by and between Fifth Third Bank, National Association, 38 Fountain Square Plaza, Cincinnati, Ohio 45263 ("Fifth Third Bank") and Lori LaFrey, Unmarried Woman; on new the following terms and conditions:

WITNESSETH:

WHEREAS, Fifth Third Bank who has previously made or is servicer of a loan to Stephen A. Lafrey AKA Stephen Lafrey and Lori LaFrey ("Borrower") (hereinafter the "Loan"), which is evidenced by a certain Note dated 2/13/2017 (hereinafter the "Note"), which is secured by Mortgage Number 2017 013949, Recorded 3/2/2017, in Lake County, Indiana in the amount of One Hundred Forty-Five Thousand Seven Hundred and Zero/100 Dollars (\$145,700.00) to Fifth Third Bank the following described property (hereinafter the "Property"):

**LEGAL DESCRIPTION**

The following described real estate in Lake County, in the State of Indiana:  
Part of the East half of the Southwest Quarter of Section 23, Township 34 North, Range 8 West of the 2nd Principal Meridian in Lake County,  
Indiana, described as follows: Commencing at a point on the East line of the Southwest Quarter of Section 23, Township 34 North, Range 8 West  
of the 2nd Principal Meridian 1244.0 feet South of the Northeast corner of said Southwest Quarter, and from thence continue South (on said East  
line) 268.65 feet, and from thence run Northwesterly on an angle from North to West of 49 degrees 32 minutes a distance of 358.83 feet, thence  
Northeasterly at right angles to said Northwesterly course a distance of 180 feet to the Southerly line of State Road #53, thence Southeasterly  
along the Southerly line of said State Road 186.25 feet to the point of commencement. (Unit No. 3; Key no. 7-19-21)  
Being the same property conveyed to Stephen A. LaFrey and Lori LaFrey, husband and wife by Quitclaim Deed from Stephen A. LaFrey as  
recorded 9/11/1998 in Book N/A at Page N/A as Document 98072546.  
Commonly Known As: 13112 Iowa St Crown Point, IN 46307 - 9722  
Tax ID: 45-16-23-326-011.000-041

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 (Kyle Zimmerman)

# NOT AN OFFICIAL DOCUMENT

WHEREAS: Stephen A. Lafrey AKA Stephen Lafrey and Lori LaFrey, have agreed to convey their interest to Lori LaFrey, who is now / or will be the owners of the above-described property, and has requested that Fifth Third Bank approve the assumption of Lori LaFrey.

WHEREAS, Fifth Third Bank is willing to consent to the assumption as described herein, Note and Deed of Trust 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. Lori LaFrey assumes and agrees to pay Fifth Third Bank all sums due and owing under the terms of the Loan, Note and Deed of Trust and further agree to pay and perform all the Borrowers' obligations to Fifth Third Bank under the Note and Deed of Trust, Lori LaFrey, further specifically agrees to be bound by all conditions, terms, covenants and obligations of the Note, Loan and Deed of Trust as set forth in each document.
2. Fifth Third Bank consents to the assumption of the Loan. The consent of Fifth Third Bank, however, is limited to this transaction only. Any other transfer of an interest in the Property shall require the written consent of Fifth Third Bank as provided in the Deed of Trust.
3. Fifth Third Bank has made no representations and assumes no responsibility to Borrower, assumptor, 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 the Additional Signer.
4. As of 4/12/2023 the principal balance owing under the Loan will be \$95,608.22. Lori LaFrey agrees that the first monthly payment shall be due on 5/1/2023, and that all payments thereafter shall be due on the first day of each month. Lori LaFrey agrees that in consideration of Fifth Third Bank's acceptance of this Agreement, that the obligation assumed shall, from the date of this agreement, be calculated at the rate of 3.625% percent interest per annum until fully paid or until the next interest change date, should the Mortgage be an adjustable-rate mortgage.

# NOT AN OFFICIAL DOCUMENT

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

*Lori LaFrey*  
\_\_\_\_\_  
Lori LaFrey

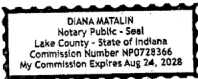
\_\_\_\_\_  
Witness

STATE OF *Indiana* )  
COUNTY OF *Lake* )

SS:

Before me, a Notary Public in and for said County and State, personally appeared *\*Lori LaFrey*<sup>23</sup> New Borrower(s), who executed the foregoing instrument and acknowledged that she did examine and read the same and did sign the foregoing instrument and acknowledge that such act is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on this *12<sup>th</sup>* day of *April* 2023.



*Diana Matalin*  
\_\_\_\_\_  
Diana Matalin  
Notary Public  
My Commission Expires: *8-24-28*

# NOT AN OFFICIAL DOCUMENT

FIFTH THIRD BANK, NATIONAL ASSOCIATION

Witness

Witness

By:

Its:

JOYCE JOHNSON  
Vice President

STATE OF OHIO )

SS:

COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Joyce Johnson Vice president, its of Fifth Third Bank, National Association the individual who executed the foregoing instrument and acknowledge that he or she did examine and read the same and did sign the foregoing instrument, and acknowledge that such act is his or her free act and deed and the free act and deed of Fifth Third Bank.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on this 11th day of April 2023.

x Aaron Wilson  
Notary Public  
My Commission Expires:



Aaron Wilson  
Notary Public, State of O  
My Commission Expires  
August 02, 2026

# NOT AN OFFICIAL DOCUMENT

Ⓟ

Prepared by:

~~Return To: Preparer's Address~~

Kobe Maynard

Fifth Third Bank, National Association

Mortgage Post Closing

MD: 1MOB2X

5001 Kingsley Drive

Cincinnati, OH. 45227

County of Lake County Recorder