

Recording Requested By/Return To:
INDECOMM GLOBAL SERVICES
ATTN: FD NR 9916
1427 ENERGY PARK DR.
ST. PAUL, MN 55108

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LOAN ASSUMPTION AGREEMENT

Property Address: 740
PETTIBONE ST. CROWN POINT,
INDIANA 46307-4827
Loan Number: 5777764201
VA Partial Claim Loan No. N/A
Primary VA Guaranteed Loan No.
25-28-6-0798287

MIN: 100437200004796840

THIS LOAN ASSUMPTION AGREEMENT ("Agreement"), made effective as of FEBRUARY 09, 2024, between SCOTT GREGORY DROSSART AND KATHRYN ANN DROSSART ("Transferor") and JASON MOSELEY, ("Transferee") and NEWREZ LLC ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), as mortgagee, as nominee for NEWREZ LLC, its successors and assigns, amends and supplements that certain promissory note ("Note") dated AUGUST 10, 2020, in the original principal amount of \$250,747.00 executed by SCOTT GREGORY DROSSART AND KATHRYN ANN DROSSART ("Maker") payable to the order of BANK OF ENGLAND in accordance with the terms set forth therein. Transferor and Transferee acknowledge that Lender is the holder and the owner of the Note or is acting for the holder and owner of the Note and understands that Lender may transfer the Note, as amended by this Agreement, and that anyone who takes the Note by transfer and who is entitled to receive payments under the Note is called the "Lender" in this Agreement.

The Note is secured by a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated AUGUST 10, 2020 and recorded in RECORDED AUGUST 18, 2020 DOCUMENT

COMMUNITY TITLE COMPANY
FILE NO. 2

Loan Number: 9777764201

NO. 2020-053520. The Security Instrument covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at:

740 PETTIBONE ST, CROWN POINT, INDIANA 46307-4927

(Property Address)

the real property described being set forth as follows:

LEGAL DESCRIPTION:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF EXHIBIT A

Tax Parcel No.: 45-16-17-226-009.000-042

Transferee has purchased or acquired all or a part of the Property from Transferor and desires to assume the payment of the Note and the covenants, conditions and obligations of the Security Instrument. Lender, who is or who represents the legal holder and owner of the Note and of the lien(s) securing the same, has agreed at Transferor's request to allow Transferee's assumption of the balance of the indebtedness evidenced by the Note as part of the consideration for the purchase or acquisition of the Property.

In consideration of the foregoing and the mutual promises and agreements exchanged and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Acknowledgment and Assumption. Transferor and Transferee acknowledge that as of **FEBRUARY 07, 2024**, the principal amount payable under the Note and secured by the Security Instrument (the "Unpaid Principal Balance") is U.S. \$231,467.00. Transferee hereby expressly assumes the payment of the indebtedness evidenced by the above described Note and promises to pay jointly and severally to the order of the Lender the sum of U.S. \$231,467.00, consisting of the Unpaid Principal Balance, any accrued but unpaid interest, late charges, returned payment charges, and any other unpaid fees and charges due under the Note, the Security Instrument, any prior Modification Agreement(s) and/or this Agreement on and after the effective date hereof, including any sums advanced by Lender on and after the effective date hereof. Transferee agrees to pay the indebtedness evidenced by the Note in a prompt and timely manner in accordance with the terms of the Note. Transferee also hereby expressly assumes and agrees to perform and comply with all covenants, conditions and obligations of the Security Instrument.

2. Release of Transferor. Lender releases Transferor from all personal liability under the Note and the Security Instrument and agrees that any action taken to enforce the collection of any obligation evidenced by the Note or the Security Instrument shall be confined to the value of the Property insofar as Transferor is concerned and in no case shall Transferor be subject to suit, claim, or demand by Lender for any deficiency.

3. Waiver of Due-on-Transfer Clause. In consideration of the assumption of the Note and Security Instrument by Transferee as described above, Lender agrees to waive and relinquish its right under the Security Instrument to declare all sums secured by the Security Instrument, immediately due and payable by reason of the sale or transfer by Transferor to Transferee, it being understood and agreed that this waiver and relinquishment applies only to said sale or transfer and not to any future

sales or transfers.

4. **Prepayment.** Transferor hereby agrees that if the prepayment of the Note requires a refund of a portion of the interest previously collected in order to comply with applicable law, Transferor assigns and transfers to Transferee any and all right and interest in and to any such refund, and Lender is hereby authorized to pay or credit such refund to Transferee.

5. **No Impairment of Lien.** Transferor and Transferee acknowledge and agree that the Property shall remain in all respects subject to the lien, charge, or encumbrance of the Security Instrument, or conveyance of title (if any) effected thereby, and nothing contained in this Agreement, and nothing done pursuant to this Agreement, shall affect or be construed to affect the lien, charge, or encumbrance of, or warranty of title in, or conveyance effected by the Security Instrument, or the priority thereof over other liens, charges, encumbrances, or conveyances, or, except as provided in this Agreement, to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Note or the Security Instrument.

6. **Transfer of the Property or a Beneficial Interest in Transferee.** As used in this provision, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Transferee at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Transferee is not a natural person and a beneficial interest in Transferee is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

If Lender exercises this option, Lender shall give Transferee notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in the manner provided in the Security Instrument within which Transferee must pay all sums secured by the Security Instrument. If Transferee fail[s] to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Transferee. Transferee understand[s] that any notices to be provided to Transferee by Lender are expressly conditioned on Transferee providing notice to Lender in the manner provided in the Security Instrument of any change in address from that stated herein.

7. **Loan Documentation.** As amended hereby, the provisions of the Note and Security Instrument are incorporated herein and shall continue in full force and effect, and Transferee acknowledges and reaffirms Transferee's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Transferee and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement. Any default by Transferee in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in the Security Instrument.

8. **Partial Invalidity.** In the event any portion of the sums intended to be secured by the Security Instrument cannot be lawfully secured, payments in reduction of such sums shall be applied first to those portions not secured.

NOT AN OFFICIAL DOCUMENT

Loan Number: 977764201


9. **Miscellaneous.** Transferee hereby agrees to pay all costs and expenses incurred by Lender in connection with the execution and administration of this Agreement, the assumption of the Note and Security Instrument and any other documents executed in connection herewith as permitted by applicable law. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto.

This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement.

10. **No Oral Agreements.** The written loan documents, including the Note, the Security Instrument, and this Agreement, represent the final agreements between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

EXECUTED as of the day and year first above written.


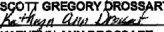
Transferee:

 (Seal) Date: 2-9-24

Transferee's Address:

724 PETTIBONE ST
CROWN POINT, INDIANA 46307

Transferor:

 (Seal) Date: 2/9/24
SCOTT GREGORY DROSSART
 (Seal) Date: 2/9/24
KATHRYN ANN DROSSART

Transferor's Address:

740 PETTIBONE ST
CROWN POINT, IN 46307

_____[Space Below This Line For Acknowledgments]_____

NOT AN OFFICIAL DOCUMENT

Loan Number: 9777764201

State of INDIANA }
County of LAKE }
Enter County Here }

Before me, a Notary Public in and for said County and State, personally appeared JASON MOSELEY who acknowledged the execution of the foregoing LOAN ASSUMPTION AGREEMENT.

Witness my hand and Notarial Seal this 9th day of February, 2024

[SEAL]



[Signature]
Signature of Notary Public

Darleen S. Birchel
Printed Name of Notary Public

Lake, IN
Printed Notary Public's County of Residence

My Commission Expires 5-10-25

[] This remote notarial act was performed using audiovisual communication technology.

Location of principal at the time of the notarial act: _____
(City, County, and State)

Location of notary at the time of the notarial act: _____
(City and County in Indiana)

NOT AN OFFICIAL DOCUMENT

Loan Number: 9777764201

State of INDIANA)

County of LAKE)

Enter County Here

Before me, a Notary Public in and for said County and State, personally appeared **SCOTT GREGORY DROSSART** and **KATHRYN ANN DROSSART** who acknowledged the execution of the foregoing LOAN ASSUMPTION AGREEMENT.

Witness my hand and Notarial Seal this 9th day of February, 2027

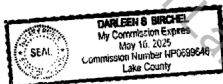
[SEAL]


Signature of Notary Public

Darleen S Birchel
Printed Name of Notary Public

Lake, IN
Printed Notary Public's County of Residence

JAN 25
My Commission Expires



[] This remote notarial act was performed using audiovisual communication technology.

Location of principal at the time of the notarial act: _____
(City, County, and State)

Location of notary at the time of the notarial act: _____
(City and County in Indiana)

NOT AN OFFICIAL DOCUMENT

Loan Number: 977764201

ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF THE NOTE:

NEWREZ LLC

By: Vivian Blair

Printed Name: Vivian Blair

Title: Team Lead Post Closing

Date: 2/7/2024

Mortgage Electronic Registration Systems, Inc., as mortgagee

By: Cynthia Morsen

Printed Name: Cynthia Morsen

Date: 2/7/2024

NOT AN OFFICIAL DOCUMENT

Loan Number: 977764201

State of ~~INDIANA~~ ^{PA} Pennsylvania)
County of ~~Lake~~ ^{Montgomery} Montgomery) ss:

Before me, a Notary Public in and for said County and State, personally appeared Cynthia Monson respectively, of Mortgage Electronic Registration Systems, Inc., as mortgagee a Corporation organized and existing under the laws of the State of Delaware, and acknowledged the execution of the foregoing LOAN MODIFICATION AGREEMENT for and on behalf of said Corporation, and who, have been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 7 day of February 2024

Signature Nancy Gribben

Printed NANCY GRIBBEN, a Notary Public

Montgomery Printed Notary Public's Name

Residing in Montgomery County, INDIANA ^{PA}

My Commission Expires: 10-14-2026

Commonwealth of Pennsylvania - Notary Seal
Nancy Gribben, Notary Public
Montgomery County
My commission expires October 14, 2026
Commission number 1427550
Member, Pennsylvania Association of Notaries

NOT AN OFFICIAL DOCUMENT

Loan Number: 9777764201

Affirmation

This instrument was prepared by RYAN FRANTZEN. 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 RYAN FRANTZEN.

This Instrument Prepared By:
RYAN FRANTZEN
NEWREZ LLC
1100 VIRGINIA DRIVE, SUITE 125
FORT WASHINGTON, PA 19034

NOT AN OFFICIAL DOCUMENT

EXHIBIT "A" LEGAL DESCRIPTION

File No.: 2327254

LOT 15 IN GREENMEADOW MANOR, UNIT 3, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 35, PAGE 10, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Property of Lake County Recorder

NOT AN OFFICIAL DOCUMENT

LOAN NO.: 977764201

Loan Name: JASON MOSELEY

Property Address: 740 PETTIBONE ST, CROWN POINT, INDIANA 46307-4927

EXHIBIT "A" LEGAL DESCRIPTION OF PROPERTY

SEE EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED
HEREIN

Property of Lake County Recorder