

Recording Requested By and Return To: CARRINGTON MORTGAGE SERVICES, LLC ATTENTION: RECORDS MANAGEMENT 1600 SOUTH DOUGLAS ROAD, SUITE 400 ANAHEIM, CA 92806 Tax Account Number: 45-11-05-233-009.000-036	Prepared By: Carlos Peralta 1600 SOUTH DOUGLAS ROAD, SUITE 400 ~ ANAHEIM, CA 92806
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Recording Requested By and Return To:  
CARRINGTON MORTGAGE SERVICES, LLC, SUITE 400  
ATTENTION: RECORDS MANAGEMENT  
1600 SOUTH DOUGLAS ROAD,  
ANAHEIM, CA 92806  
Tax Account Number: 45-11-05-233-009.000-036

Loan No: 2404059318  
Case No: 156-4662070-703  
Servicing Loan No: 4001047605

### ASSUMPTION AND RELEASE OF LIABILITY AGREEMENT

**MIN:** 100975011000157368      **MERS Phone:** 1-888-679-MERS(6377)

THIS AGREEMENT, made this 07/12/2024, between Shannon M Dempsey aka Shannon Dempsey and Kelly Dempsey, whose address is 903 E 117th Ln, Crown Point, IN 46307 (the "Transferor"); and KELLY DEMPSEY, whose address is 120 Bluegrass Drive, Schererville, IN 46375 (the "Transferee"); and CARRINGTON MORTGAGE SERVICES, LLC., 1600 S. DOUGLAS RD. #400 STE 110 AND 200-A, ANAHEIM, CALIFORNIA 92806 (the "Lender"); MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (the "Mortgagee");

#### WITNESSETH:

#### WHEREAS:

A Note in the principal sum of \$174,284.00 was executed by Shannon Dempsey and Kelly Dempsey, ("Original Obligor(s)") on 06/30/2020, and delivered unto University Lending Group, LLC, a limited liability company 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 Number 2020-042322 of the Official Records of the County Recorder's or Clerk's Office of Lake, IN, and which Security Instrument covered the premises described as follows:

#### SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

#### Abbreviated Legal Description:

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.

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Loan No: 2404059318

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 \$158,467.00, together with interest thereon at the present rate of 2.750% per annum, in equal monthly installments of \$711.50, including interest, on the first day of each month beginning 08/01/2024, 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 07/01/2050. 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.

4. 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.

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Loan No: 2404059318

Transferor:

Shannon M. Dempsey (Seal)  
Shannon M Dempsey-Seller

Kelly Dempsey (Seal)  
Kelly Dempsey-Seller

\_\_\_\_ (Seal)  
-Seller

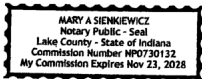
\_\_\_\_ (Seal)  
-Seller

### ACKNOWLEDGMENT

STATE OF CALIFORNIA <sup>MAS</sup> INDIANA  
COUNTY OF LAKE

§  
§

On the 16<sup>th</sup> day of JULY in the year 20 24, before me, the undersigned, personally appeared SHANNON M. DEMPSEY & KELLY DEMPSEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) subscribed to the within instrument and acknowledged to me that executed the same in capacity, and that by signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Mary A Sienkiewicz  
(Signature and Office of individual taking acknowledgment)

MARY A SIENKIEWICZ  
(Printed Name)

My commission expires: NOVEMBER 23, 2028

# NOT AN OFFICIAL DOCUMENT

Loan No: 2404059318

Transferee:

Kelly Dempsey (Seal)  
Kelly Dempsey-Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

### ACKNOWLEDGMENT

STATE OF <sup>MAS</sup> CALIFORNIA INDIANA  
COUNTY OF LAKE <sup>US</sup>

On the 16<sup>th</sup> day of JULY in the year 20 24, before me, the undersigned, personally appeared KELLY DEMPSEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) subscribed to the within instrument and acknowledged to me that executed the same in capacity, and that by signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

MARY A SIENKIEWICZ  
Notary Public - Seal  
Lake County - State of Indiana  
Commission Number NP0730132  
My Commission Expires Nov 23, 2028

Mary A Sienkiewicz  
(Signature and Office of individual taking acknowledgement)

MARY A SIENKIEWICZ  
(Printed Name)

My commission expires: NOVEMBER 23, 2028

# NOT AN OFFICIAL DOCUMENT

Loan No: 2404059318

Lender:

CARRINGTON MORTGAGE SERVICES. LLC.

By: *Veronica Robles*  
Veronica Robles  
Default Supervisor

Its: \_\_\_\_\_  
(Printed Name and Title)

## ACKNOWLEDGMENT

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

§  
§

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, as \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

*Attended*  
\_\_\_\_\_  
(Signature and Office of individual taking acknowledgement)

\_\_\_\_\_  
(Printed Name)

My commission expires: \_\_\_\_\_

# NOT AN OFFICIAL DOCUMENT

## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

On 7/12/24 before me, Priyanka S. Desai, Public Notary  
(Here insert name and title of the officer)

personally appeared Veronica Robles

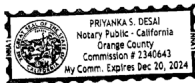
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

P. S. Desai  
Signature of Notary Public

(Notary Seal)



### ADDITIONAL OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

Assumption  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 240 Document Date 7/12/24

240 4059318  
(Additional information)

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer  
  
(Title)  
 Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

#### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is / are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



# NOT AN OFFICIAL DOCUMENT

## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

On 7/10/24 before me, Priyanka S. Desai, Public Notary  
(Here insert name and title of the officer)

personally appeared Veronica Robles

who 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 which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

P. S. Desai  
Signature of Notary Public

(Notary Seal)



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- Securely attach this document to the signed document

#### DESCRIPTION OF THE ATTACHED DOCUMENT

Assumption  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 7/10/24

2404059318  
(Additional information)

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_



# NOT AN OFFICIAL DOCUMENT

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

The following described property in the County of Lake, State of Indiana, to-wit:

Part of Lot 5 in Plum Creek Village 8th addition, to the Town of Schererville, as per plat thereof, recorded in plat book 64, page 11, in the Office of the Recorder of Lake County, Indiana, which part of said Lot 5 is more particularly described as follows: Beginning at the Northwest corner of said Lot 5; thence Easterly along the Northerly line of said Lot 5, a distance of 106.97 feet; thence Southerly at right angles to the last described line, along the Easterly line of said Lot 5, a distance of 87.0 feet to a point of curve; thence Southwesterly along a curve concave to the Northwest and having a radius of 120.0 feet an arc distance of 17.87 feet; thence Northwesterly, a distance of 143.08 feet to a point which lies on the westerly line of said Lot 5 and is 38.86 feet Northeast of the Westernmost corner of said Lot 5; thence Northeast along the Westerly line of said Lot 5, a distance of 40.85 feet to the point of beginning.

BEING the same which Dana William Trudeau and Kathryn Margaret Trudeau by Deed dated June 30, 2020 and recorded July 7, 2020 in the County of Lake, State of Indiana in Instrument Number 2020-042321 conveyed unto Shannon Dempsey and Kelly Dempsey, as joint tenants with right of survivorship.

Parcel ID Number: 45-11-05-233-009.000-036

Property commonly known as: 120 Bluegrass Drive, Schererville, IN 46375