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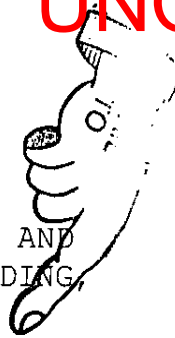
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1154/0089 52 001 Page 1 of 8

2000-01-11 13:53:05

Cook County Recorder 35.50



PREPARED BY AND  
AFTER RECORDING,  
MAIL TO:  
Cole Taylor Bank  
P.O. Box 909743  
Chicago, IL. 60690-9743

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of this 9th day of September, 1999 and between Tom Vaselopulos and Kalliopi Vaselopulos (referred to herein as the "Original Borrowers") and Kalliopi Vaselopoulos, as Trustee of the Kalliopi Vaselopoulos Trust dated October 14, 1998 (referred to as "New Borrower"), and Cole Taylor Bank (the "Existing Mortgagee").

W I T N E S S E T H :

WHEREAS, the Original Borrowers executed and delivered to Existing Mortgagee that certain Home Equity Credit Agreement, Note and Disclosure Note dated June 2, 1997 in the original principal sum of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) (the "Note");

WHEREAS, the Note is payable in installments as therein described, with a final payment currently due on June 2, 2007; and

WHEREAS, the Note is secured by a Mortgage (the "Existing Mortgage") dated May 15, 1992 and recorded on June 1, 1992 in the Cook County Recorder's Office as Document No. 92-378949, from the Original Borrowers to the Existing Mortgagee, covering certain improved real property located in the County of Cook, State of Illinois, and legally described in Exhibit A attached hereto and made a part hereof and commonly known as 1641 Robin Lane, Glenview, IL 60025 (the "Real Property") and certain other documents delivered by the Original Borrowers in favor of the Existing Mortgagee (collectively, the "Existing Loan Documents"); and

S-yes  
P-8  
N-no  
M-yes  
x AM

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1. The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office, Cook County, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County Clerk's Office, Cook County, Illinois.

Property of Cook County Clerk's Office

2. The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office, Cook County, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County Clerk's Office, Cook County, Illinois.

3. The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office, Cook County, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County Clerk's Office, Cook County, Illinois.

**WHEREAS**, (a) the Original Borrowers have conveyed the Real Property to the **Devon Bank, not personally, but as Trustee under a Trust Agreement dated November 1, 1983, and known as Trust No. 388** and (b) the New Borrower have assumed or currently herewith shall assume the obligation of the Original Borrowers under the Note, the Existing Mortgage and any of the other Existing Loan Documents; and

**WHEREAS**, the Original Borrowers and New Borrower have requested that Existing Mortgagee consent to the assumption by the New Borrower of the Note, the Existing Mortgage and any of the other Existing Loan Documents executed by the Original Borrowers, and

**WHEREAS**, Existing Mortgagee shall consent to such request, provided the parties hereto execute and deliver this Agreement to Existing Mortgagee;

**NOW THEREFORE**, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of the Existing Mortgage is a valid and subsisting lien on the Real Property and that the execution of this Agreement will not impair the lien of the Existing Mortgage and that there is no existing mortgage or other liens subsequent to the lien of the Existing Mortgage that will not be paid in full and released concurrently herewith (for breach of which conditions, or either of them, this Agreement shall not take effect and shall be void), IT IS AGREED AS FOLLOWS:

1. The parties represent and agree that the foregoing recitals are true and correct.

2. The New Borrower hereby agrees to be bound by all of the indebtedness, liabilities, and obligations of the Original Borrowers under the Note, the Existing Mortgage and any of the other Existing Loan Documents, as if the New Borrower were the original maker or grantor of such documents, and covenants and agrees to pay, perform and observe all of the indebtedness, liabilities, and obligations (including, without limitation, all covenants, agreements and undertakings) of the Original Borrowers under the Note, Existing Mortgage and any of the other Existing Loan Documents. The obligations and liabilities of the Original Borrowers under the Note and the Existing Loan Documents shall remain in full force and are not affected by this Agreement.

3. The original amount of the line evidenced by the Note

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OFFICE OF THE CLERK OF THE CIRCUIT COURT OF COOK COUNTY  
111 N. LA SALLE ST. CHICAGO, ILL. 60602  
TEL. 312.743.2000 FAX. 312.743.2001

IN RE: [Illegible Name]

Property of Cook County Clerk's Office

[Illegible text]

[Illegible text]

[Illegible text]

is \$150,000.00

4. Except for the modifications stated herein, the Note, the Existing Mortgage and any other Existing Loan Documents are not otherwise changed, modified or amended.

5. The property described in the Existing Mortgage, including the Real Property, shall remain in all events subject to the lien, charge or encumbrance of the Existing Mortgage, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of the Existing Mortgage, or the priority thereof over any other liens, charges, or encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Note, the Existing Mortgage and any other Existing Loan Documents, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Existing Mortgagee as security for or evidence of the aforesaid indebtedness.

6. The Original Borrowers and the New Borrower hereby irrevocably consent to the aforesaid assumption by the New Borrower and the modification of the Note, the Existing Mortgage and any of other Existing Loan Documents and irrevocably agree that their respective obligations and liabilities under the Note, the Existing Mortgage and any other Existing Loan Documents, shall not in any way be affected, modified, or discharged in any fashion by this assignment, assumption and modification of the Note, the Existing Mortgage, and any other Existing Loan Documents.

7. The Original Borrowers hereby ratify, reaffirm and confirm their respective obligations and liabilities under the Note, the Existing Mortgage, and any other Existing Loan Documents, as hereby assigned, assumed and modified, and the liens and security interest created thereby, and acknowledge that they have no defenses, claims or set-offs against the enforcement by Existing Mortgagee of the respective obligations and liabilities of the Original Borrowers and the New Borrower under such documents, as so assumed and modified.

8. This Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

9. This Agreement constitutes the entire agreement between the parties with respect to the aforesaid modification and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

11. This Agreement shall extend to and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

12. This Agreement is executed by **Devon Bank**, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee, and it is expressly understood and agreed that nothing in this Agreement shall be construed as creating any personal liability on said Trustee.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first above written.

Devon Bank, not personally, but solely as Trustee as aforesaid

By: [Signature]  
Title: Vice President & Trust Officer

Attest: [Signature]  
Title: Vice President

[Signature]  
Tom Vaselopulos

[Signature]  
Kalliopi Vaselopulos

Kalliopi Vaselopoulos Trust dated October 14, 1998

[Signature]  
Kalliopi Vaselopulos, Trustee

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COLE TAYLOR BANK

By: DeAnn Ludwig  
Its: Vice President

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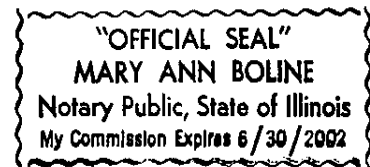
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas Ransom, the Vice Pres & TRUSTEE of Devon Bank, and ALICIA HENRIKSEN, Vice President of said bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said bank as their own free and voluntary acts and as the free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12<sup>th</sup> day of October, 1999.

Mary Ann Boline  
Notary Public

My Commission Expires: 6-30-2002



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tom Vaselopoulos and Kalliopi Vaselopoulos, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, personally appeared before me this day and of their own free will, subscribed their names to the foregoing instrument for the uses and purposes therein contained.

Given under my hand and notarial seal this 16<sup>th</sup> day of September, 1999.

George Marinakis  
Notary Public



My Commission Expires: \_\_\_\_\_



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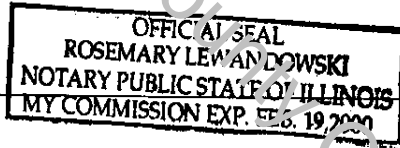
STATE OF ILLINOIS            )  
  )    SS  
COUNTY OF COOK            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DeAnn Ludwig, Vice President of COLE TAYLOR BANK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth

Given under my hand and notarial seal this 13<sup>th</sup> day of December, 1999.

Rosemary Lewandowski  
Notary Public

My Commission Expires: \_\_\_\_\_



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## EXHIBIT A

LOT 83 IN GLENBROOK ESTATES BEING A SUBDIVISION OF THAT PART OF THE NORTH EAST  $\frac{1}{4}$  OF THE SOUTH EAST  $\frac{1}{4}$  EXCEPT THE WEST 75 FEET FO THE NORTH 580.80 FEET THEREOF OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH AND WEST OF THE LAND ACQUIRED FOR THE REALIGNMENT OF LAKE AVENUE AND PFINGSTEN ROAD BY CONDEMNATION CASE NO. 62-6274 TRACT 20, FILED APRIL 26, 1962 IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 1971 AS DOCUMENT 21451477.

COMMON PROPERTY ADDRESS: 1641 Robin Lane, Glenview, IL 60025

PIN #04-29-411-017

THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

Cole Taylor Bank  
P.O. Box 909743  
Chicago, IL. 60690