

UNOFFICIAL COPY

0010169603

95070020 32 001 Page 1 of 2
2001-03-02 11:20:34
Cook County Recorder 43.00

39314451

ASSUMPTION AGREEMENT

(with Release)



Box 215 Comm
CTC 02001239

This Agreement is made and entered into this 16 day of February, 2001
by and between Cleve M Easterling (hereinafter
referred to as the "Purchaser"), and MidFirst Bank (hereinafter referred to as the "Lender").

WITNESSETH:

WHEREAS, Lender is the holder of valid and subsisting promissory note secured by mortgage, deed of trust or security deed (such note and security instrument being hereinafter collectively referred to as the "Mortgage") filed for record with the office of the Cook Co Recorder on the 21st day of July, 20 1995, recorded in Cook County and covering the following described real

property and all improvements thereon, located in Cook County, State of IL to wit:
LOT 12 IN BLOCK 4 IN HOMEWOOD ESTATES SUBDIVISION BEING THE EAST 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND ALSO LOTS 31,32,39,47 AND 48 OF COWING BROTHERS SECOND ADDITION TO HOMEWOOD AS RECORDED FEBRUARY 14, 1941 AS DOCUMENT NO. 12024019, ALL IN SECTION 36, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED AS DOCUMENT NO. 20217906, IN COOK COUNTY, ILLINOIS
Commonly known as 18131 San Diego Ave., Homewood IL 60430 PIN # 28-36-313-012

WHEREAS, Purchaser has contracted for or will purchase the real property encumbered by the Mortgage above-described subject to the assumption of such Mortgage by the Purchaser and the consent of Lender to such transfer of ownership as required under the terms of the Mortgage; and

WHEREAS, subject to the terms and provisions of this Agreement, Lender is willing to consent to such transfer.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties do hereby covenant and agree as follows:

1. Purchaser hereby assumes and agrees to pay the indebtedness and obligations under the Mortgage and further agrees to abide and fulfill the terms, conditions and promises contained in the Mortgage as fully and completely as if Purchase was a signatory to the Mortgage at the time of its execution and delivery.

2. Lender consents to the transfer of the real property encumbered by the Mortgage to Purchaser that by such consent Lender does not waive any right to strict enforcement of the terms and conditions of the Mortgage, including without limitation, those provisions prohibiting sale, conveyance or transfer of the property encumbered by the Mortgage and nothing herein contained shall be deemed an consent or approval by the Lender to any subsequent conveyance, transfer of sale of the property encumbered by the Mortgage whether by Purchaser or others.

3. Lender agrees that Leonard Brown to the extent obligated is hereby released from any further liability under the Mortgage effective upon the consummation of the sale to Purchaser of the real property encumbered by the Mortgage and the execution and delivery of t Agreement as herein provided, but under no other conditions.

4. This Agreement shall not be effective until executed by all parties hereto with a fully executed original or counterpart received by the Lender.

5. This Agreement shall be binding upon the parties herto, their respective successors, representatives, nominees and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinabove written.

UNOFFICIAL COPY

"PURCHASER"

"LENDER"

Cleve Easterling
CLEVE EASTERLING

Leonard Brown by Sylv Easterling POA
LEONARD BROWN

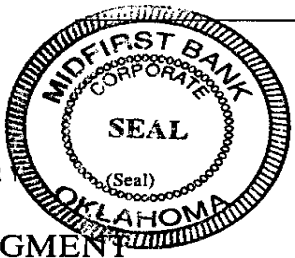
"SELLER"

MidFirst Bank

WITNESSES:

BY *Natalie D Jones*
NATALIE D. JONES, VICE PRESIDENT

ATTEST: *Patti Mayfield*
PATTI MAYFIELD, SECRETARY



ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

On Feb. 16 2001, before me, the undersigned, a notary public in and for said county and state, personally appeared CLEVE EASTERLING & LEONARD BROWN BY POA personally known to me (or 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 that said person(s) executed the same.

WITNESS my hand and official seal.

John W Zielinski
Notary Public

My Commission Expires: _____



ACKNOWLEDGEMENT

STATE OF ILLINOIS

COUNTY OF _____

On _____, before me, the undersigned, a notary public in and for said county and state, personally appeared _____ personally known to me (or 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 that said person(s) executed the same.

WITNESS my hand and official seal.

Notary Public

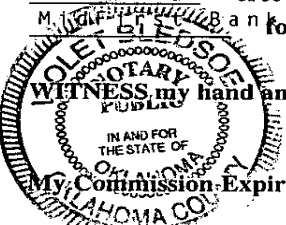
My Commission Expires: _____

CORPORATION ACKNOWLEDGMENT - THIRD PARTY

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared NATALIE D. JONES, Vice President of MidFirst Bank, and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of the MidFirst Bank for the uses and purposes therein set forth.

WITNESS my hand and official seal.



Violet Bledsoe
Notary Public VIOLET BLEDSOE

My Commission Expires: 1-16-2002

RETURN TO: MidFirst Bank, 307 N. MacArthur, Oklahoma City OK 73127