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Cook County Recorder 47.50



Loan No. 0002974806

### LOAN ASSUMPTION AGREEMENT

THIS AGREEMENT made and entered into this 4th day of August, 2000,  
by and between UNION PLANTERS BANK, N.A., Memphis, Tennessee, (the "Lender"); and Dennis C. Langdon and Herschel Glenn, Jr., (the "Borrower").

WITNESSETH:

WHEREAS ON February 7, 1996, Thelma J. Langdon, Now Deceased, and Dennis Langdon (the "Seller") executed a promissory note (the "Note") payable to the lender in the principal amount of FORTY-TWO THOUSAND, FIVE HUNDRED FIFTY and NO/100-----(\$ 42,550.00) Dollars, the note being presently held by the Lender and secured by a Deed of Trust (the "Deed of Trust") recorded in the Cook County, Illinois (state), as Instrument No. 06827482, or book 86056430 page       .

PROPERTY ADDRESS: 8458 S JEFFREY AVENUE CHICAGO, IL 60617  
the real property described being set forth as follows:

THE SOUTH 1/2 OF LOT 23 AND ALL OF LOT 24 IN BLOCK 9 IN CONSTANCE, BEING A SUBDIVISION BY WALLACE C. CLEMENT OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHEREAS, on the date hereof the outstanding principal balance of the Note is THIRTY-EIGHT THOUSAND, ONE HUNDRED EIGHTY-THREE and 71/100 -----(\$38,183.71) Dollars.

WHEREAS, the Seller desires to sell and the Borrower desires to purchase the real property pledged in the Deed of Trust (the "Property") and to assume payment of the indebtedness evidenced by the Note and performance of the obligations set forth in the Deed of Trust; and

WHEREAS, the Lender is willing to consent to said purchase and assumption upon the agreement of the Borrower to make, keep and perform all of the terms and conditions of the Note and the Deed of Trust.

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3. In addition, the Borrower hereby agrees to pay to the Lender on the same day each monthly installment is due 1/12 of the annual premium of mortgage insurance, hazard insurance, taxes, flood insurance, and other assessments as may be applicable. The total monthly payment as of the June 1, 1998 payment is \$ 547.63. The escrow portion is subject to changes.

4. The lien of the Deed of Trust is hereby so extended that same shall not be barred by any applicable statute of limitations until ten (10) years from the date of maturity of the Note as set forth hereinabove, and the lien of the Deed of Trust shall remain in full force and effect and unimpaired for a period of ten (10) years from said date of maturity.

5. In the event of default in the terms, conditions or covenants of the Note or the Deed of Trust, the holder of said indebtedness, at its option, may declare said indebtedness accelerated and matured for all purposes and may proceed to foreclose on the Property or to exercise any other right or privilege granted in the Note, the Deed of Trust or by law.

6. The terms, conditions and covenants of all instruments evidencing or securing the aforesaid indebtedness shall remain in full force and effect and shall in no manner be affected by the execution of the Agreement except as the same are expressly modified herein.

7. The execution of this Agreement does not discharge any other obligors, sureties, endorsers or guarantors of the Note and all rights of the Lender against any or all of the same are expressly reserved. The Seller is not released from any and all liability under the Note.

8. The Borrower expressly waives all right of homestead exemption in the equitable and statutory redemption of the Property and relinquishes all right of dower and curtesy and all other marital rights in the Property.

9. A full release of the Deed of Trust shall constitute a release of this Agreement.

10. In the event this Agreement is executed by more than one Borrower, the Borrower's obligations as set forth herein and in the Note and the Deed of Trust shall be joint and several.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, next of kin, successors, assigns, transferees and grantees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 19th day of Dec, 2000.

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STATE OF TENNESSEE  
COUNTY OF SHELBY

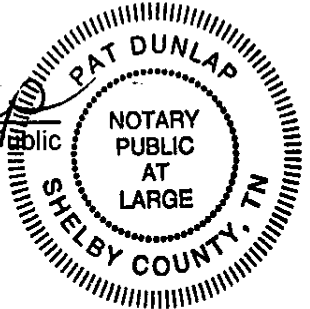
Before me, the undersigned, a Notary Public, within and for said County and State, at Memphis, duly commissioned and qualified, personally appeared Marsha P. Murley with whom I am personally acquainted, and who, upon her oath, acknowledged herself to be the Assistant Vice President of Union Planters Bank, N.A., the within named bargainor, and she as such officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by subscribing thereto the name of the bank by herself as such officer.

WITNESS my hand and Notarial Seal at my office in said Shelby County, at Memphis, this the 19th day of December, 2000.

My Commission Expires:

My Commission Expires 7/13/07

Pat Dunlap  
Pat Dunlap - Notary Public



STATE OF Illinois  
COUNTY OF COOK

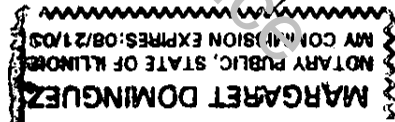
Before me, a Notary Public, in and for said State and County, duly commissioned and qualified, personally appeared Dennis Langdon to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office this 13th day of December, 2000.

My Commission Expires:

8/21/03

Margaret Dominguez  
Notary Public



STATE OF Illinois

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