

Mortgage Services
6000 Atrium Way
Mt. Laurel, NJ 08054
Loan # 0007340730



December 21, 1999

ASSUMPTION AND RELEASE AGREEMENT

This Assumption and Release Agreement ("Agreement") is entered into as of the 28th day of Dec, 1999 by and between **Andrew B. Shrimplin** residing at **816 Hinman #3, Evanston, IL 60202** and **Frederick Mahaffey** residing at **816 Hinman #3, Evanston, IL 60202** and Cendant Mortgage Company and it's successors and assigns, its principal place of business, 6000 Atrium Way, Mt. Laurel, NJ 08054 ("the Parties").

WHEREAS, **Andrew B. Shrimplin** and **Frederick Mahaffey** have entered into a mortgage loan transaction with **Cendant Mortgage Company** for a loan in the amount of \$222,400.00 pursuant to a Note and Mortgage executed April 30, 1998 ("Loan Documents"). Said Mortgage recorded in Instrument 98365381 on May 5, 1998.

WHEREAS, the Parties wish to release **Frederick Mahaffey** of any and all liability and to allow **Andrew B. Shrimplin** to assume full liability under the Loan Documents.

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Cendant Mortgage Company** has made a mortgage loan in the amount of \$222,400.00 to **Andrew B. Shrimplin** and **Frederick Mahaffey** for property located at **816 Hinman #3, Evanston, IL 60202**, Legal Description as described in Exhibit A.
2. **Andrew B. Shrimplin** qualifies for the subject loan without the income and credit of **Frederick Mahaffey**.
3. The Parties hereby agree to release **Frederick Mahaffey** of any and all liability under the Promissory Note, Mortgage and related documentation arising under the subject mortgage loan.
4. **Andrew B. Shrimplin** agrees to assume full responsibility of all liabilities and for all terms and conditions under the loan documentation.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed this 28th day of Dec, 1999.

Andrew B. Shrimplin
(Signature #1) Andrew B. Shrimplin

Acknowledgment for Signature #1:

State of ILLINOIS

County Of COOK

On this, the 28th day of DEC, 1999, before me, the undersigned officer, personally appeared ANDREW B. SHRIMPLIN known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledge that executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kathleen Hurley Chatfield 5-28-00
Notary My commission expires



[Signature]
(Signature #2) Frederick Mahaffey

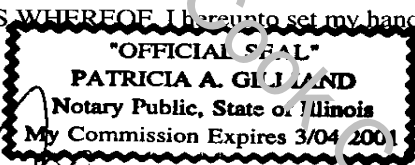
Acknowledgment for Signature #2:

State of Illinois

County Of Cook

On this, the 11th day of January, ~~1999~~ ²⁰⁰⁰ before me, the undersigned officer, personally appeared Frederick Mahaffey known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledge that executed the same for the purposes herein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal



[Signature] 03/04/01
Notary My commission expires

[Signature]
CENDANT MORTGAGE COMPANY

State of New Jersey, County of Burlington

On Jan 26, before the undersigned, a notary public in and for said state and county, personally appeared Karen Zecher personally known to me on the basis of satisfactory evidenced to be Assistant Vice President that executed the within instrument pursuant to its by-laws or resolution of its Board of Directors. Witness my hand and official seal in the state and county last aforesaid.

[Signature]
My commission expires

TAWANDA SWANN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 16, 2003

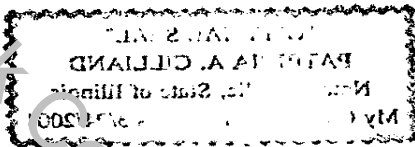
- Copy One - Return to CENDANT signed and notarized to be recorded
- Copy Two - Return to CENDANT signed and notarized for file.
- Copy Three - Member copy
- Copy Four - Member copy

Mail to

Leo Arbel
MANDEL, LIPTON & STEVENSON LIMITED
120 NORTH LaSALLE ST., SUITE 2900
CHICAGO, ILLINOIS 60602
(312) 236-7080

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LEGAL DESCRIPTION

PARCEL 1:

816-C (A-4):

THAT PART OF LOT 16 IN BLOCK 11 IN WHITE'S ADDITION TO EVANSTON ACCORDING TO A RESUBDIVISION OF THE EAST 1/2 OF BLOCK 11 AND THE WEST 1/2 OF BLOCK 10 IN SAID ADDITION IN SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 16; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 16, A DISTANCE OF 66.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 16, A DISTANCE OF 17.17 FEET TO A POINT; THENCE SOUTHEASTERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 38.08 FEET TO A POINT; THENCE NORTHEASTERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 17.17 FEET TO A POINT; THENCE NORTHWESTERLY A DISTANCE OF 38.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTHERLY 10 FEET OF THE WESTERLY 18.50 FEET OF LOT 16 IN BLOCK 11 IN WHITE'S ADDITION TO EVANSTON ACCORDING TO THE PLAT OF RESUBDIVISION OF THE EAST 1/2 OF BLOCK 11 AND THE WEST 1/2 OF BLOCK 10 IN SAID ADDITION IN SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS DESCRIBED IN DECLARATION RECORDED AS DOCUMENT AND AS CREATED BY DEED RECORDED AS DOCUMENT 96501951 OVER THE FOLLOWING DESCRIBED COMMON AREA:

LOTS 15 AND 16 EXCEPT THE PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 15; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF LOT 15, A DISTANCE OF 24.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 15, A DISTANCE OF 114.05 FEET TO A POINT; THENCE NORTHWESTERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 38.00 FEET TO A POINT; THENCE NORTHEASTERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 114.05 FEET TO A POINT; THENCE SOUTHEASTERLY A DISTANCE OF 38.00 FEET TO THE POINT OF BEGINNING AND EXCEPT THE PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 16; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF LOT 16, A DISTANCE OF 25.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 16, A DISTANCE OF 114.17 FEET TO A POINT; THENCE SOUTHEASTERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 38.08 FEET TO A POINT; THENCE NORTHEASTERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 114.17 FEET TO A POINT; THENCE NORTHWESTERLY A DISTANCE OF 38.08 FEET TO THE POINT OF BEGINNING;

AND EXCEPT THE SOUTHERLY 20.00 FEET OF THE WESTERLY 18.50 FEET OF LOT 15; AND EXCEPT THE NORTHERLY 20.00 FEET OF THE WESTERLY 18.50 FEET OF LOT 16, ALL IN BLOCK 11 IN WHITE'S ADDITION TO EVANSTON ACCORDING TO RESUBDIVISION OF THE EAST 1/2 OF BLOCK 11 AND THE WEST 1/2 OF BLOCK 10 IN SAID ADDITION IN SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A. I. N.: 11-19-401-029-0000 AND
 11-19-401-039-0000
 Commonly known as 816 Hinman Unit 3 &
 Parking Space A-1
 Evanston, IL 60202