

**COOK COUNTY** **FHA ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY**  
**RECORDER**



HUD #: 6857445-131-703

ALS #: 0009296468

**EUGENE "GENE" MOORE**  
**BRIDGEVIEW OFFICE**

ASSUMPTION AGREEMENT made this 26th day of June, 2002 by and between **Aurora Loan Services, Inc.**, a Delaware Corporation, hereinafter referred to as "Mortgagee" and Jeffrey D. Rudnick whose address is 7133 W. 74<sup>th</sup> Place, Nottingham Park, IL 60638 hereinafter referred to as "mortgagor" and James R. Herter whose address is 14314 Union Ave #2E, Orland Park, IL 60462 hereinafter referred to as "Purchaser".

WITNESSETH,

WHEREAS, Mortgagor is indebted to Mortgagee under a certain Note dated November 1<sup>st</sup>, 1992 in the principal amount of \$69,216.00 which said Note is secured by a certain Mortgage of even date therewith, which Mortgage is recorded, December 10<sup>th</sup>, 1992, Document #92932087 in Cook County, Illinois.

WHEREAS, Mortgagor has sold and conveyed to Purchaser all of the premises described in said Mortgage.

NOW THEREFORE, in consideration of the premises; it is hereby agreed by and between the parties hereto as follows:

1. Mortgagee hereby consents to the sale of the property described in said Mortgage from Mortgagor to Purchaser. This Agreement shall in no way impair Mortgagee's right to acceleration contained in said Note and Mortgage for any default on the part of Purchaser.
2. Purchaser hereby expressly, formally assumes and agrees to pay said Note in all respects as provided therein and to perform all of the covenants, agreements, conditions, and obligations of the Mortgagor as provided in said Mortgage and becomes the substitute Mortgagor.
3. Mortgagor hereby releases any and all claims, demands, causes of action or suits that it might now have or subsequently acquire against Mortgagee for any monies which may have been deposited for the payment of real estate taxes and assessments, hazard insurance premiums, mortgage insurance premiums or the like. It is further agreed by Mortgagor and Purchaser that such deposits, if any, will remain deposited with the Mortgagee to be used for the payment of the aforesaid real estate taxes and assessments, hazard insurance premiums and the like.
4. This will acknowledge that the above named Mortgagor has sold the property described above to the Purchaser named. The credit of the Purchaser has been examined and approved by HUD. The Mortgagor is hereby released from any financial obligation arising in connection with the security instruments executed in the above numbered case. No deficiency judgment will be taken against the Mortgagor if the HUD insured mortgage covering the subject property is foreclosed. A deficiency judgment may be taken, however, against the Purchaser.

If the Mortgagor should apply for a HUD insured loan on another property, this release should be delivered to the Mortgage Lender through whom the application is made.

5. Mortgagee hereby releases and forever discharges Mortgagor from and against any and all liability in connection with said Note and Mortgage.

IN WITNESS WHEREOF, the parties hereto have executed this Assumption agreement all as of the day and year first above written.

MORTGAGEE: AURORA LOAN SERVICES, INC.

By: Jamie Thomas  
Jamie Thomas, Vice-President

X Jeffrey D. Rudnick 07-11-02  
Mortgagor/Seller: Jeffrey D. Rudnick

X James R. Herter  
Purchaser/Assumptor: James R. Herter

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SELLER ACKNOWLEDGMENT

STATE OF ARIZONA  
COUNTY OF MARICOPA

I, the undersigned Notary Public for the State of ARIZONA, do hereby certify that Jesse Kudnick personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS MY HAND AND SEAL this the 11 day of July, 2002.

Annie Newman  
Notary Public  
Residing in MARICOPA County  
My Commission Expires: May 14, 2005



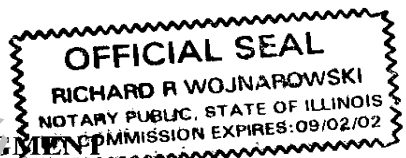
PURCHASER ACKNOWLEDGMENT

STATE OF ILLINOIS  
COUNTY OF COOK

I, the undersigned Notary Public for the State of ILLINOIS, do hereby certify that JAMES R. HERTER personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS MY HAND AND SEAL this the 15 day of July, 2002.

[Signature]  
Notary Public  
Residing in COOK County  
My Commission Expires: 9-2-02



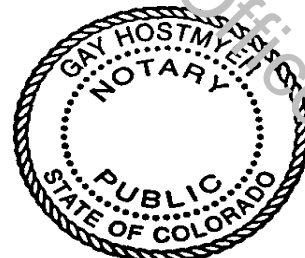
LENDER ACKNOWLEDGMENT

STATE OF COLORADO  
COUNTY OF ARAPAHOE

I, the undersigned Notary Public for the State of Colorado, do hereby certify that Juliana Harrison personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS MY HAND AND SEAL this the 26th day of June, 2002.

Gay Hostmyer  
Notary Public  
Residing in ARAPAHOE County  
My Commission Expires: 10-22-05



My Commission Expires 10/22/2005

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Lot 350 in Frank Delugach's 71st St. Highlands, being a subdivision of that part of the West 1/2 of the Northwest 1/4 of Section 30, Township 38 North, Range 13, East of the the Third Principal Meridian, lying East of the East Line of Railroad Right of Way acquired by condemnation in Circuit Court of Cook County Illinois in case no. 8854, in Cook County, Illinois

Address: 7133 W. 74th Pl  
Nottingham Park, Illinois 60638

Tax number 19 30 114 004

Prepared by Richard Wojnarowski 11212 S. Harlem Worth, Illinois 60482



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