

UNOFFICIAL COPY



Doc#: 0332547088
Eugene "Gene" Moore Fee: \$26.00
Cook County Recorder of Deeds
Date: 11/21/2003 09:18 AM Pg: 1 of 2

Citimortgage
PO Box 9449 Department 0054
Gaithersburg, Maryland 20898-9449
0009362304
TO BE RECORDED

ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY

THIS AGREEMENT, made this 10th day of November, 2003, by and among
Marion D. Sansone ("Sellers"),
Bonnie A. Robinson ("Purchasers").

WITNESSETH

WHEREAS, Purchaser(s) has purchased from the Seller(s) real property located at 14511 Avalon Ave Dolton IL 60419 as set forth in the security instrument ("Security Instrument") dated January 9, 1987, which was recorded among the Land Records of Cook County, State of IL; and

WHEREAS, on January 9, 1987, a note ("Note") covered by the security instrument was executed by the "Sellers" in the original amount of \$ 50,758.00, payable in monthly installments of principal and interest in the amount of \$ 390.29 each, commencing on the first day of March, 1987 and continuing monthly thereafter until the first day of January, 2017, when the principal and interest are fully paid. The outstanding balance of the Note as of the date hereof is \$ 37,078.11; and

WHEREAS, Purchaser desires to assume and to agree to pay the indebtedness and to perform all of the terms and conditions of the said note and security instrument.

NOW, THEREFORE, in consideration of one and more dollars (\$1.00+) and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. Purchaser assumes and agrees to pay the indebtedness evidenced by the said Note according to the terms of the Note and agrees to keep and to perform all of the covenants and conditions of the security instrument according to the provisions thereof and agrees to be bound thereby with the same force and effect as though the Purchaser had been the original maker of the Note and security instrument.
2. Seller and Purchaser severally represents, warrant, and agree they have no offsets or defenses of any kind against enforcement of the said Note and security instrument which shall remain and continue in full force and effect hereby approved, ratified, and confirmed.
3. Lender understands and agrees that by the execution of this Agreement the Seller is no longer personally liable to pay the indebtedness evidenced by the said Note and is released from liability.
4. The liability of those signing this Agreement as Purchaser shall be joint and several.
5. The word "Note" as used in this Agreement shall be construed to mean the note, bond, or any other written instrument which evidences the indebtedness referred to herein. The words "Security Instrument" as used in the Agreement shall be construed to mean the mortgage, deed of trust, or other written instrument which secured the indebtedness referred to herein.
6. Whenever appropriate, the singular number shall include the plural and the plural the singular.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement the day and year first above written.

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Marion D. Sansone
Seller: **Marion D. Sansone**

Bonnie A. Robinson
Purchaser: **Bonnie A. Robinson**

Seller:

Purchaser:

CITIBANK (WEST), FSB, Successor by merger to California Federal Bank F/K/A California Federal Bank, A Federal Savings Bank

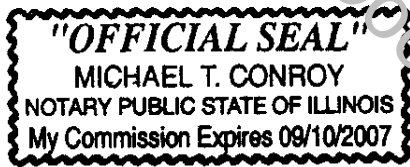
By: Elizabeth C DeJoice **Elizabeth C DeJoice, Vice President**

STATE OF _____ }
COUNTY OF _____ } SS:

On this 10th day of November, 2003, before me, the undersigned officer, personally appeared Bonnie A. Robinson (Borrowers) and Marion D. Sansone (Sellers), known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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

(SEAL)



Michael T. Conroy
NOTARY PUBLIC
MY COMMISSION EXPIRES: 9-10-07

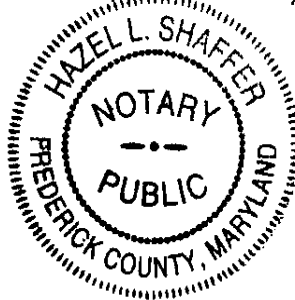
F6608REV.LM (06/99)12/90 U(11/30/90)

STATE OF Maryland }
COUNTY OF Frederick } SS:

On this 4th day of November, 2003, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

(SEAL)



Hazel L. Shaffer
NOTARY PUBLIC
MY COMMISSION EXPIRES: 08/01/06