

# UNOFFICIAL COPY



Doc#: 0616412003 Fee: \$54.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/13/2006 10:01 AM Pg: 1 of 4

## ASSUMPTION LOAN COVER SHEET

Seller: Victor Kurpita and Mary Kurpita

Purchaser: Derek Huyser and Sonia Huyser

Prepared by: Citimortgage, Inc.

Previous Mortgage Date: February 17, 2003

Original Loan Amount: \$322,700.00

Outstanding Mortgage Balance: \$309,782.00

Return to: General American Corporation  
29150 Buckingham Avenue  
Suite 6  
Livonia, MI 48154

Property Address : 103 N. Forest Ave.  
Palatine, IL 60074

Legal Description on Page 4

Number of Pages \_\_\_ 4

Handwritten notes: 3/10, 3/10, P4, my, 12/11

Handwritten number: 2-2

Handwritten number: 645

Prepared by CitiMortgage, Inc  
return to Assumption Department  
100 Galleria Office Centre MS 0305 Suite 300  
Southfield, MI 48034

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**GAC**  
Return Address  
29150 Buckingham #6  
Livonia, MI 48154

TO BE RECORDED

1134107-R

**ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY**

**THIS AGREEMENT**, made this 24th day of March, 2006 by and among KURPITA VICTOR and MARY KURPITA ("Sellers"),  
DEREK HUYSER and SONIA HUYSER ("Purchasers").

**WITNESSETH**

**WHEREAS**, Purchaser(s) has purchased from the Seller(s) real property located at 103 N.FOREST AVE Palatine, IL 60074 as set forth in the security instrument ("Security Instrument") dated February 17, 2003, which was recorded among the Land Records of \_\_\_\_\_ County, State of Illinois; and

**WHEREAS**, on February 17, 2003, a note ("Note") covered by the security instrument was executed by the "Sellers" in the original amount of \$322,700.00, payable in monthly installments of principal and interest in the amount of \$1,908.90 each commencing on the first day of April 1st, 2003 and continuing monthly thereafter until the first day of March 1st, 2033, when the principal and interest are paid fully. The outstanding balance of the Note as of the date hereof is \$309,782.00 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 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 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 the Agreement shall be construed to mean the note, bond, or any other written instrument which evidences the indebtedness referred 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 herein.
6. Whenever appropriate, the singular number shall include the plural and the plural number the singular.

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

Victor Kurpita  
Seller: **KURPITA VICTOR**

Derek Huyser  
Purchaser: **DEREK HUYSER**

Mary Kurpita  
Seller: **MARY KURPITA**

Sonia Huyser  
Purchaser: **SONIA HUYSER**

By: Michelle Duke  
**Michelle Duke, Assistant Vice President**

STATE OF Illinois  
COUNTY OF Cook } SS:

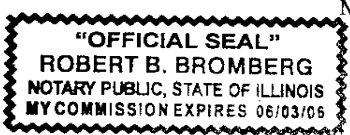
On this 24th day of March, 2006, before me, the undersigned officer, personally appeared DEREK HUYSER and SONIA HUYSER (Borrowers)  
and KURPITA VICTOR and MARY KURPITA (Sellers),

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)

Robert B. Bromberg  
NOTARY PUBLIC Robert B. Bromberg  
MY COMMISSION EXPIRES: 06/03/06

15368.CV (1/06) 0013215506



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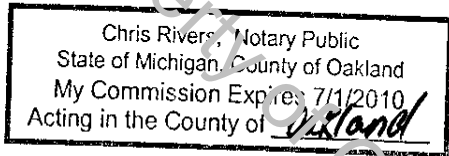
State of MICHIGAN

County of OAKLAND

I, Chris Rivers, a Notary Public of the County and State aforesaid, certify that Michelle Duke personally came before me this day and acknowledged that she is an Assistant Vice President of Citimortgage, Inc. and that she as Assistant Vice President, being authorized to do so, executed the foregoing instrument on behalf of the bank.

WITNESS my hand and official stamp or seal, the 22<sup>nd</sup> day of March, 2006.

My commission expires: **7 / 1 / 2010**



Chris Rivers  
 Chris Rivers Notary Public

SEAL-STAMP

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT

TITLE OF DOCUMENT: ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY

NUMBER OF PAGES: 1

DATE OF DOCUMENT: 3/24/2006

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**SCHEDULE "A"**

LOT 1 IN REIN'S SUBDIVISION OF LOTS 11 AND 12 IN BLOCK 3 IN ARTHUR T. MCINTOSH PALATINE MANOR BEING A SUBDIVISION IN THE SOUTH EAST QUARTER OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID REIN'S SUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 23, 1968, AS DOCUMENT NO. 2427912

TAX ID# 02-14-405-027

Property of Cook County Clerk's Office