

**UNOFFICIAL COPY****09200404**9882/0082 21 001 Page 1 of 5  
1999-12-28 15:05:34  
Cook County Recorder 55.50**DONE AT CUSTOMER'S REQUEST**

09200404

Mortgage No: 9631974

**ASSUMPTION AGREEMENT WITH RELEASE**

THIS AGREEMENT is made this 30th day of November, 1999, between, John J. Coyle, (here "BORROWER"), and Kelly V. Johnson, (here "ASSUMER"), and HomeSide Lending, Inc., (here "LENDER"), for an Assumption and Release with respect to a Promissory Note dated the 16th day of March, 1998, in the original amount of US \$81,700.00, bearing interest at the rate of 6.90 percent per annum, secured by a Mortgage of the same date, made to First Chicago NBD Mortgage Company, recorded in the Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Cook County, Illinois, with a legal description as follows:

UNIT NUMBER 7305 2-A IN TIRVANY PLACE II CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOT 40 IN COLONADES, BEING A SUBDIVISION OF PART OF THE SOUTH 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED MARCH 27, 1995 AS DOCUMENT 95205241 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Which has the property address of 7305 West 157<sup>th</sup> Street, Unit 2A, Orland Park, Illinois 60462, (herein "PROPERTY ADDRESS.");

WHEREAS, BORROWER is indebted to LENDER under the Note and Deed of Trust described above, payable in 360 monthly installments of \$538.08 due on the first day of each month, and:

WHEREAS, BORROWER desires to sell and ASSUMER desires to purchase such property subject to such indebtedness and to assume the unpaid principal owing to LENDER, but such Deed of Trust requires the written consent of LENDER prior to any sale or transfer of all or any part of such property, and a sale or transfer without consent of LENDER would constitute a default of such Deed of Trust, and BORROWER and ASSUMER wish to obtain the consent of LENDER to such sale or transfer;

NOW THEREFORE, for and in consideration of the granting of such consent by LENDER and of the benefits flowing to each of the parties hereto, they do agree as follows:

1. STATUS OF LOAN. As of the date of the transfer of the property on the 30th day of November, 1999, or as a result of such transfer, payments of principal and interest on the indebtedness are current, and the unpaid principal balance of the indebtedness to LENDER was \$79,702.33 as of such date, subject to payment of all checks in process in collection.

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2. **ASSUMPTION.** ASSUMER hereby assumes such indebtedness and shall hereafter make all monthly payments as called for therein. If this agreement is entered into after the date of the transfer of the property, ASSUMER agrees and tenders herewith an amount necessary to make the loan current as of the date of this agreement. Further, ASSUMER agrees to abide by all provisions of such Note and of the Deed of Trust securing such indebtedness described above. In the event of any default by ASSUMER under the terms of such Note or Deed of Trust, LENDER may exercise all remedies available to it under the terms of such Note or Deed of Trust including an action at law against ASSUMER to collect any moneys due under the Note, and exercise the remedies contained in the non-uniform covenants of the Deed of Trust. ASSUMER hereby acknowledges that LENDER has made all disclosures to ASSUMER as may be required under the Consumer Credit Protection Act of 1968 and Regulation Z (Title 12, Part 226, Code of Federal Regulations).
3. **INTEREST RATE.** The interest rate I am required to pay after I assume this Mortgage obligation and for the entire term of this mortgage will never be greater than 11.90%.
4. **FUNDS FOR TAXES AND INSURANCE.** BORROWER hereby relinquishes and transfers to ASSUMER all BORROWER'S interest in any moneys which may be held by LENDER as escrow deposits for the purposes of application to taxes, assessments, fire or other insurance premiums, or any other purposes for which deposits are being required by LENDER.
5. **LENDER CONSENT AND RELEASE.** LENDER hereby consents to the sale and transfer of such property to ASSUMER by BORROWER, hereby accepts ASSUMER as its obligor, and shall amend its records to indicate the transfer of such indebtedness from the name of BORROWER to the name of ASSUMER, and LENDER shall henceforth in all respects treat ASSUMER as its borrower. LENDER hereby releases BORROWER from all obligations or liabilities under such Note or Deed of Trust. All other terms of this agreement to the contrary, notwithstanding the remedies contained in the non-uniform covenants of the Deed of Trust shall remain in full force and effect in accordance with their terms.
6. **FUTURE TRANSFER OF PROPERTY.** ASSUMER agrees that the granting of consent by LENDER to this transfer shall not constitute a waiver of the restrictions on transfer contained in such Deed of Trust, and such restrictions shall continue in full force and any future transfer or sale by ASSUMER without the prior written consent of LENDER shall constitute a default of the terms of such Deed of Trust, and LENDER, at its option, may exercise all remedies available to it under the terms of such Note and Deed of Trust.
7. **WHEREVER** the words "BORROWER" or "ASSUMER" are used in this agreement, they shall represent the plural as well as the singular, the feminine and neuter genders as well as the masculine, and shall include heirs, successors or assigns.

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IN WITNESS WHEREOF, the parties have executed this agreement on the day and year aforesaid.

John J. Coyle  
BORROWER John J. Coyle

BORROWER:

BORROWER:

BORROWER:

Signed, sealed and delivered in the presence of:

WITNESS:

WITNESS:

STATE OF ILLINOIS )  
COUNTY OF COOK )

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared John J. Coyle, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged before me that they executed the same.

Witness my hand and official seal in the County and State aforesaid this 30<sup>th</sup> day of November, 1999.

OFFICIAL SEAL  
MARY E. ALTEMUS  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12-3-2000

Mary E. Altemus  
Notary Public  
My Commission Expires: 12-3-2000



Steven T. Blum  
210 W. Illinois St  
Chicago IL 60610

Clerk's Office

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Kelly V. Johnson  
ASSUMER: Kelly V. Johnson

ASSUMER:

Signed, sealed and delivered in the presence of:-

WITNESS:

WITNESS:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

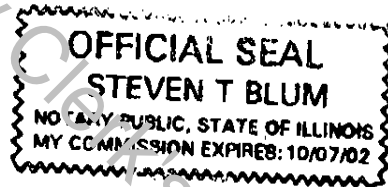
I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Kelly V. Johnson, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged before me that they executed the same.

Witness my hand and official seal in the State and County aforesaid this 20 day of Nov, 1999.

[Signature]

Notary Public  
My Commission Expires:

THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES."



Property of Cooper County Clerk's Office

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**LENDER: HOMESIDE LENDING, INC.**  
formerly known as BancBoston Mortgage Corporation, Inc.

Signed, sealed and delivered in the presence of:

Donna Woods  
Donna Woods (Witness)

By: Carla Lang  
Carla Lang  
Vice President

Roxanne Aycox  
Roxanne Aycox (Witness)

Attest: Dian Bailey  
Dian Bailey  
Assistant Secretary

THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT  
ARE COPIES AND ARE NOT ORIGINAL SIGNATURES."

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF DUVAL

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Dian D. Bailey and Carla Lang to me known to be the persons described in and who executed the foregoing instrument as Assistant Secretary and Assistant Vice President respectively, of the corporation named therein, and severally acknowledge before me that they executed the same as such officers in the same and on behalf of said corporation.

Witness my hand and official seal in the State and County aforesaid this 24th day of November, 1999.

Teresa Lee Boland

Teresa Lee Boland  
Notary Public State of Florida

THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT  
ARE COPIES AND ARE NOT ORIGINAL SIGNATURES."

PLEASE RECORD AND RETURN TO:



Prepared by:

HOMESIDE LENDING, INC.  
ASSUMPTION DEPARTMENT  
7301 BAYMEADOWS WAY / RF-APU  
JACKSONVILLE, FLORIDA 32256  
ATTN: JEAN LOERKER