## ASSUMPTION OF OBLIGATIONS BY PURCHASER Lentered Core

THIS AGREEMENT, made and entered into	on this 20 th day of 1	May 19
by and betweenCITICORP_HOMEOWNERS	INC.	
Part, and Robert A. Jones & Deborah L. J		. Party of the Second
Part, and Brian A. Motzger & Joanna M.	Motzgor	. Party of the Third
Part:		r
WITNESSETH THAT:		
WHEREAS, Party of the Second Part has considerations, a Promissory Note in No/100 Dollars (\$57,900,00 assigned to felty of the First Part, recorded in Book Page 111inois and Doc. #27213690  WHEREAS, Party of the Third Part is p from Party of the Second Part and is represented by said Note and Mortgage	the sum of Fifty-soven Thom  ), cated 8/9 secured by a Mortgage, d , Official Records of urchasing the property d willing to assume the pa	usand Nino Hundred and , 19 84 subsequent laced 8/9 , 19 84 Cook County escribed in said Moregag
WHEREAS, Party of the First Part and terms of said Note and Mortgage:	Party of the Third Part	desire to modify the
NOW, THEREFORE, in consideration of Part assuming and agreeing to pobligations of said Mortgage securing hereinafter modified, Party of the Fiunder the Mortgage to declare all sum due and payable by teason of the sale party of the Third Part, it being und relinquishment applies only to said said said said said said said said	ay the note and to perfo said Note, as said Note rst Pact waives and reli s secured by the Mortgag and transcel by Party o erstood and agreed that	rm the covenants and and Mortgage are nquishes its right e to be immediately f the Second Part to this waiver and
IT IS FURTHER UNDERSTOOD AND AGREED tremain liable in and under the above and hereby consents to and agrees to terms of said Note and Mortgage.	described Note and Morce	ige, as amended hereby.
IT IS FURTHER AGREED THAT in considerable. The terms of said Promissory by the addition of the following para-	Mote be, and the name he	eraby are modified
after said date, the principality in consecutive monthly insta	day of May 1 labers interest rate of ( 9,875 %) per annum. All and interest shall be liments of Five Hundred Two cs (\$ 502.77 ), on the uno 1985 *, www.ki	9.85 , the 9.879 From and payable and List day
ракторок и прехажения поска, if ne	or sooner paid, shall be	
on the <u>lst day of Soptombo</u>	r 2014	•

<sup>\*</sup>Until the next regular adjustment period.

## GRIDZZGE

## **UNOFFICIAL COPY**

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- 2. The Party of the Third Part hereby accepts the modification hereinafter contained, and in consideration thereof agrees to pay the indebtedness evidenced by said Note(s) as so modified and perform each and every obligation contained therein or in any instrument at any time given to evidence or secure said indebtness or any part thereof, and also to comply with any covenant, condition, or obligation contained in said Mortgage.
- 3. The Party of the First Part and the Party of the Third Part hereby agrees that the unpaid principal balance as of the date thereof on the said Note(s) is Fifty-seven Thousand Six Hundred Eighty-three and 42/100 Dollars (\$57,605,42 )

ALL PARTIES TO THIS AGREEMENT specifically undertake and agree that nothing in this agreement shall be understood or construed to amount to a satisfaction or release in whole or in part of said Note and Mortgage, or of the property involved in the Mortgage, from the effect thereof, not to impair the right of sale provided for under the terms of the Mortgage or other remedy provided by law for the forclosure or nortgage by action or otherwise.

IT IS UNDERSTOOD AND ACREED that all terms and/or conditions of the above mentioned Promissory Mote(s) and Moregage, including modifications thereof, if any, shall remain in full force and effect without change, except as hereinabove otherwise specifically provided.

IN WITNESS WHEREOF, the parties here's have executed this Agreement as of the day first above written.

CONTROL ACMEDIATERS THE

ву:

Kay New, Supervisor, Assumptions

PARTY OF THE SECOND PART:

Habert At Johns

PARTY OF THE THIRD PART:

Brian A. Motzour

Joseph M. Matzgor

PREPARED BY: 5

CITICORP (MOHEOWNERS, INC. 670 Mason Ridge Gencer Drive Mail Scatton Meck 82

Sr. Louis, MO 63141

## UNOFFICIAL COPY

STATE OF MISSOURI

COUNTY OF ST. LOUIS	
On <u>May 20, 1985</u> before me, the undersigned, a Notar in and for said State, personally appeared Kay Yew, Supervior, Assumptions	y Public
known to me to be the person whose name 18 subscribed to the within instrument and acknowledged that she executed the same.	······································
WITUESS my hand and official seal.	
PATRICIA J WATSON NOTARY PUBLIC STAIL OF MISSOURI MY COMMISSION EXPRES MAY 17, 1988 ST. LOUIS COUNTY	
(Individual)	100
STATE OF ILLINOIS	65 <b>:</b> 11 (9 <u>10</u> 9 5
On May 20, 1985 Deform me, the undersigned, a Notary in and for said State, personally appeared Robert A. JOnes & Deborah L. Jones 70.	Public
known to me to be the person whose name subscribed to the within instrument and acknowledged that executed the same.	(
WITNESS my hand and official seal.	<b>∠</b>
Signatura Collin College	5-220
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(Individual)	y y
STATE OF Illinois	
COUNTY OF COOK	\$5220 <b>1</b> 99
On May 20, 1985 before me, the undersigned, a Notary Prin and for said State, personally appeared Brian A. Metzger & Joanna M. Metzger known to me to be the person whose name subscribed to the within instrument and acknowledged that executed the same.	•
WITNESS my hand and official seal.	A4