UNIT 1-8-31 RD-2 AND GARAGE UNIT G1-8-31 RD-2 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERECT IN THE COMMON ELEMENTS IN LEXINGTON VILLAGE COROCH HOUSE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 24383272, IN PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, AND PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIF 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOR COUNTY, ILLINOIS.

UNOFFICIAL, COPY

## AND INSURANCE ACCOUNT WITH/WITHOUT

RELEASE OF OBLIGOR

85334439

XXXX

WHEREAS Dennis J. Leet and Lynn M. Leet

are justly indebted to

## ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION

originally in the sum of $\S$	60,000.00	as evidenced by a note and
mortgage dated 6-5-84	and the latter re	corded/registered on 7-10-84
in the Recorders		County, Illinois as Document
Number 27165536	and known as its Loan Number	r 293204-461 , and hereby
referred to as part of thi	s agreement, and	
		December , 1985 is ned Dennis J. Leet and
Lynn M. Leet		
has sold and conveyed said	property to the undersigned	Thomas J. Curran and
Kimberly M. Curran		

THEREFORE, the undersigned former owner hereby transfers his borrower's membership in said Association and his said lax and insurance account to the undersigned new owner for value received, and authorize any Officer or Employee of said Association to transfer the same upon its books.

The undersigned new owner hereby accepts said transfer and agrees to assume and pay the unpaid balance of said indebtedness, with interest from the 18th day of December 1985, at the rate of 11.69 per cent per annum, payable \$602.02 per month beginning January 1, 1986, to be applied first to interest, and the balance to principal until said indebtedness is paid in full, and hereby releases and waives all homestead rights.

In consideration of the foregoing, it is further agreed as follows:

- 1. That said new owner hereby covenants, promises and agrees (a) to pay said note in installments, at the time, in the manner and to all respects as therein provided, (b) to perform each and all of the obligations provided in said note, mortgage and rider to be performed by the owner, at the time, in the manner, and in all respects herein and as therein provided, and (c) to be bound by each and all of the terms and provisions herein and in said note, mortgage and rider, all as though this agreement and said note, mortgage and rider and each of them, had originally been made, executed and delivered by the new owner instead of by the former owner.
- 2. That the real property, and the whole thereof, described in said mortgage shall remain subject to the lien, charge or encumbrance of said mortgage and nothing herein contained or done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance or said mortgage, or the priority thereof over other items, liend, charges or encumbrances, or, except as herein otherwise expressly provided, to release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of said note, mortgage and rider.
- 3. That the former owner is released from liability under or on account of said note, mortgage and rider.
- 4. In all other respects, except as herein modified, said note, mortgage and rider hereinabove described shall remain in full force and effect, and the undersigned new owners, his or their heirs, representatives and assigns shall be obligated by all of the terms and conditions thereof.

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(1895)

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By:

SAVINGS AND LOAN ASSOCIATION:

ARLINGTON HEIGHTS FEDERAL

**VPPROVED BY:** 

18th day of December IN WITNESS WHEREOF, this instrument has been executed by the parties hereto this

feminine and neuter.

In this instrument, the singular includes the plural and

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