

Assumption Agreement

UNOFFICIAL COPY

LOAN #506251

13.00

This Assumption Agreement (the "Agreement") is made and entered into on, and effective as of JULY 13 1987, by and between

GORDON W. EHRHART
SONJA E. EHRHART

87427961

("Borrower"),

and Home Savings of America, F.A. ("Lender"), with reference to the following facts:

A. There is presently owing to Lender an indebtedness evidenced by a certain promissory note or notes identified in Schedule A, attached hereto and incorporated herein by this reference (collectively, the "Note"), which Note was made payable in favor of Lender in the original principal amount(s) set forth in Schedule A of this Agreement.

B. The Note is secured by the mortgage or mortgages identified in Schedule B, attached hereto and incorporated herein by this reference (collectively, the "Mortgage"), in which Lender was named the beneficiary and which was dated and recorded as set forth in Schedule B of this Agreement.

C. Borrower desires to assume the obligations represented in the Note and the Mortgage. As a condition to assuming such obligations, the Note requires, among other things, that Borrower execute an assumption agreement which is acceptable to Lender.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Borrower and Lender agree as follows:

1. **Assumption of Obligations by Borrower.** Borrower hereby assumes and agrees to timely perform all of the monetary and non-monetary obligations of the maker(s) under the Note, the mortgage and other loan documents, as such obligations may be modified by this Agreement.

2. **Status of Loan.** As of the date of this Agreement: (a) the unpaid principal balance on the Note is the amount stated as the "Total Unpaid Principal Balance" in Schedule A of this Agreement; (b) all monthly payments of principal and interest on the Note due on and after JULY 10, 1987 are unpaid; and (c) interest on the unpaid principal balance on the Note is paid to JUNE 10, 1987

3. **Adjustable Interest Rate Provisions.** Borrower agrees that future interest rate adjustments shall be made in accordance with the terms of the Note, and that as of the date of this Agreement the interest rate applicable to the Note is *****NINE AND 620/100*****percent (9.620 %) per annum.

Borrower acknowledges and agrees that the interest rate on the Note shall be adjusted, in accordance with Section 2(a) of the Note, so that the interest rate shall not exceed 5 percentage points greater or less than the interest rate in effect at the time of sale or transfer of the real property secured by the Mortgage. For the purpose of this Agreement, Borrower and Lender agree that the "time of sale or transfer" shall be the date the deed evidencing the sale or transfer is recorded.

4. **Assumption Fee.** Borrower forthwith shall pay to Lender the sum of U.S. \$ 327.00 as a loan assumption fee.

5. **Continuation of Lien on Security Property.** Borrower acknowledges that the property described in the Mortgage shall remain subject to the liens, charges, and encumbrances of the Mortgage and any other security instrument (collectively called "Loan Documents") given to secure the indebtedness evidenced by the Note and remaining herein contained or done pursuant hereto shall: (a) impair the substantive effects of the liens, charges and encumbrances of the Loan Documents or the priority thereof over other liens, charges or encumbrances or, except as herein otherwise expressly provided; (b) release or otherwise affect the personal liability of any party or parties whatsoever under or on account of the Note or the Loan Documents.

6. **Release of Previous Obligor.** As of the effective date of this Agreement, Lender hereby: (a) releases SCOTT A. /LINDA S. BELGRAVE

from any and all personal liability under the Note and Loan Documents; and (b) waives its right to accelerate the entire unpaid balance of the Note by reason of the transfer to Borrower of the real property described in the Mortgage, but such waiver shall not be deemed to be a waiver with regard to any future sales, transfers, conveyances or other transactions involving title or possession of such real property or any part thereof.

7. **Status of Note and Mortgage.** The provisions of the Note, Mortgage and other Loan Documents shall remain in full force and effect and shall remain unchanged, except as provided by this Agreement.

8. **Governing Law.** This Agreement is made pursuant to, and shall be construed under and governed by, the laws of the United States of America and the rules and regulations promulgated thereunder, including the federal laws, rules and regulations for federal savings and loan associations. If any paragraph, clause or provision of this Agreement is construed or interpreted by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so construed or interpreted and shall not affect the remaining paragraphs, clauses and provisions of this Agreement.

9. **Entire Agreement.** This Agreement contains the entire agreement of Borrower and Lender with respect to the subject matter hereof and supersedes any prior written or oral agreements among them concerning the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between and among Borrower and Lender, relating to the subject matter hereof, which are not fully described herein.

10. **Miscellaneous.** In this Agreement, the singular includes the plural and the plural includes the singular. If this Agreement is executed by more than one person, firm or corporation as Borrower, the obligations of each such person, firm or corporation hereunder shall be joint and several. The pleading of any statutes of limitation as defense to any and all obligations and demands secured by or mentioned in the Mortgage is hereby waived by Borrower to the fullest extent permissible by law. Further, Borrower waives any defenses or offsets to Lender's enforcement of the Mortgage and Note which could have been raised by the previous obligor(s) under the Mortgage and Note in an enforcement action by Lender. This Agreement applies to, inures to the benefit of, and binds Borrower and Lender and their respective heirs, legatees, devisees, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement effective as of the day and year first above written.

HOME SAVINGS OF AMERICA, F.A.

By Shirley Mann
SHIRLEY MANN
ASST. VICE PRESIDENT

Martha Morris
MARTHA MORRIS

ASST. SECRETARY

Gordon W Ehrhart
GORDON W. EHRHART

Sonja E. Ehrhart
SONJA E. EHRHART

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STATE OF ILLINOIS
COUNTY OF Cook } ss.

I, William J. Bolotin
Gordon W. Ehrhart and Sonia E. Ehrhart

, a Notary Public in and for said county and state, do hereby certify that

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 31st day of July, 1987.

William J. Bolotin
My commission expires: 2/8/88 Notary Public

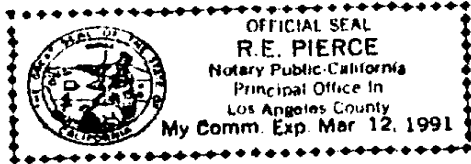
STATE OF ~~KENNESAW~~ CALIFORNIA
COUNTY OF LOS ANGELES } ss.

I, R.E. PIERCE, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that SHIRLEY MANN personally known to me to be the ASST. VICE PRESIDENT of HOME SAVINGS OF AMERICA, F.A. and

MARTHA MORRIS personally known to me to be the ASST. SECRETARY of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such ASST. VICE PRESIDENT and ASST. SECRETARY they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto pursuant to the authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this JULY day of 13th, 1987.

R.E. PIERCE
My commission expires: Notary Public



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27-24.308-026.1010.7P
7918 Wilbur Court

UNIT 178

BREMEN TOWNB ESTATES

COND NO 6 OF UNIT 6

DOC 22084079

SEC 24.36.12

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LOAN#506251

SCHEDULE A

Note(s)

Date	Loan Number	Original Principal Amount	Unpaid Principal Balance	Current Monthly Payment of Principal and Interest	Current Monthly Payment of Impounds or Escrows
3/28/84	506251	\$32,300.00	\$31,150.70	\$291.53	\$45.19

Total Unpaid Principal Balance: \$ 31,150.70

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SCHEDULE B

MORTGAGE

Date	Recordation Date	Recording Information
3/28/84	4/5/84	INSTRUMENT # 7-033-251

Records of COOK COUNTY, ILL.

Property of Cook County Clerk's Office

11-21-17