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INDEMNITY AND HOLD HARMLESS AGREEMENT Agreement dated as of April 10, 1987 by and between SUZANNE M. BRADIGAN (herein called "SUZANNE") and DAVID R. BRADIGAN (herein called "DAVID").

WHEREAS, DAVID has agreed to convey and SUZANNE has agreed to indemnify and hold DAVID harmless on a certain mortgage obligation hereinafter described encumbering real property located at 4311 W. 188th Place, Country Club Hills, Illinois and more specifically described as follows:

LOT 10 IN TIERA GRANDE, UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 4 OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which is herein called the "Premises".

31-05-413-004 600 92. WHEREAS the Premises are encumbered by a Note and Mortgage executed by SUZANNE and DAVID and described as

Mortgage

Date: September 13, 1985

Mortgagee: MNC Mortgage Company n/k/a/ Independence

One Mortage Company

Recorded: September 15, 1985

Document: 85,189,794 Amount: \$83,000.00

follows:

which is herein called the "Assumed Obligation".

WHEREAS, Suzanne has agreed to assume and to pay the remaining indebtedness on and perform all the obligations and covenants of the Assumed Obligation and to save and hold harmless David from all further liability thereon.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, IT IS HERVBY ACREED as follows:

- Suzanne agrees to take title to the Premises 1. subject to, and to assume and to pay without notice all existing indebtedness evidenced by, the Assumed (blaation, to perform all of the obligations and covenants provided therein,
- Suzanne agrees in consideration of the conveyance by David by Ouit Claim Deed of the Premises and of the assumption hereby granted to hold and save harmless and indemnify David and David's heirs, successors, and assigns against any and all claims, debts, demands, defaults, arrears, and obligations (including all expenses, costs, and attorney's fees) which may be made against David by the holder of the Assumed Obligation or any party secured thereby, or which David may incur in enforcing David's rights horeunder.
- Suzanne shall not convey, sell, transfer, or assign the Premises or any interest therein unless the Assumed Obligation shall be fully discharged upon such conveyance,

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sale, transfer, or assignment or unless David's prior written consent thereto shall have been obtained.

4. In the event of any default by Suzanne under the Assumed Obligation, Suzanne shall cure such default within 60 days thereof. If such default is not cured within such period, Suzanne shall assign all of her right, title, and interest in the Premises to David and deliver a Quit Claim Deed to the Premises to David.

IN WITNESS WHEREOF, the parties have hereunto executed this Instrument as of the day first above written.

SUZANNE M. BRADIGAN

DAVID R. BRADIGAN

THIS INSTRUMENT PREFARED BY Nagel & Gyarmathy, Ltd., Attorneys at Law 460 East 162nd Street South Holland, II 60473

ADDRESS OF PROPERTY: 4311 W. 188th Place Country Club Hills, II.

9734671

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