

RETURN TO:
Sandy Southwell
Midland Mortgage Co.
3232 West Reno
Oklahoma City, OK 73107

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ASSUMPTION AGREEMENT

PREPARED BY?

(With Release)

89073353

THIS AGREEMENT is made and entered into this 13th day of February, 1989 by and between DONALD D. JOLLA, a single person (hereinafter referred to as the "Purchaser"), and MIDLAND MORTGAGE CO. (hereinafter referred to as the "Lender").

W I T N E S S E T H:

WHEREAS, Lender is the holder of valid and subsisting promissory note secured by mortgage, deed of trust or security deed (such note and security instrument being hereinafter collectively referred to as the "Mortgage") filed for record with the office of the Cook County Clerk on the 13th day of April, 1987 recorded in Document No. 87186413

and covering the following described real property and all improvements thereon, located in Cook County, State of Illinois, to-wit:

Lot 23, in Block 3, in Calumet Park Third Addition, being a Subdivision of part of the Southwest Quarter of Section 2, Township 36 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded August 7, 1925, as document number 8999101.

and

20-02-321-013

WHEREAS, Purchaser has contracted for or will purchase the real property encumbered by the Mortgage above-described subject to the assumption of such Mortgage by the Purchaser and the consent of Lender to such transfer of ownership as required under the terms of the Mortgage; and

WHEREAS, subject to the terms and provisions of this Agreement, Lender is willing to consent to such transfer.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties do hereby covenant and agree as follows:

1. Purchaser hereby assumes and agrees to pay the indebtedness and obligations under the Mortgage and further agrees to abide and fulfill the terms, conditions and promises contained in the Mortgage as fully and completely as if Purchaser was a signatory to the Mortgage at the time of its execution and delivery.

2. Lender consents to the transfer of the real property encumbered by the Mortgage to Purchaser provided that by such consent Lender does not waive any right to strict enforcement of the terms and conditions of the Mortgage, including without limitation, those provisions prohibiting sale, conveyance or transfer

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prohibiting sale, conveyance or transfer of the property encumbered by the Mortgage and nothing herein contained shall be deemed a consent or approval by the Lender to any subsequent conveyance, transfer or sale of the property encumbered by the Mortgage, whether by Purchaser or others.

3. Lender agrees that PEARLENE F. JOLLA, to the extent obligated, is hereby released from any further liability under the Mortgage effective upon the consummation of the sale to Purchaser of the real property encumbered by the Mortgage and the execution and delivery of this Agreement as herein provided, but under no other conditions.

4. This Agreement shall not be effective until executed by all parties hereto with a fully executed original or counterpart received by the Lender.

5. This Agreement shall be binding upon the parties hereto, their respective successors, representatives, nominees and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinabove written.

WITNESSES:

[Signature]

"PURCHASER"

Donald D Jolla
DONALD D. JOLLA

WITNESSES:

[Signature]

"SELLER"

Pearlene F. Jolla
PEARLENE F. JOLLA

WITNESSES:

[Signature]

"LENDER"

MIDLAND MORTGAGE CO.

By: Bernice Mantooth
BERNICE MANTOOTH

Attest: Wanda Welch
WANDA WELCH, ASSISTANT Secretary
(S E A L)

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ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF COOK

On July 17, 1989, before me, the undersigned, a notary public in and for said county and state, personally appeared DONALD D. JANA personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that said person(s) executed the same.

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission Expires: April 12, 1991

ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF COOK

TRAN 4095 02/16/89 10:54:00
#A 89-073353
COOK COUNTY RECORDER

On _____, before me, the undersigned, a notary public in and for said county and state, personally appeared PERILLOUS S. JANA personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that said person(s) executed the same.

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission Expires: April 12, 1989

CORPORATION ACKNOWLEDGEMENT - THIRD PARTY

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STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

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BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 13th day of February, 1989, personally appeared BERNICE MANTOOTH, Vice President of MIDLAND MORTGAGE CO., and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of the MIDLAND MORTGAGE CO., for the uses and purposes therein set forth.

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission Expires: May 26, 1991

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Box 81