UNOFFICIAL COF

Margaret M. O'Brien

DRAPER AND KRAMER, INCORPORATED

33 West Monroe Street
Chicago, Illinois 60603

🗽 Instrument was prepared by:

THA ASSUMPTION AGREEMENT

Release of Liability

89088834

This Agreement is entered into as of the 6th day of May , 1988,
by and among William L. & Karen E. Kellay , of the State of Illinois
and County of Cook (hereinafter referred to as "Original Borrower"), and
Draper and Kramer, Incorporated (hereinafter referred to D&K);
WHEREAS, Original Borrower executed a Promissory Note ("Note") dated
June 17, 1988 in the original principal amount of \$ 55,500.00
with interest accruing at 10.0 percent, and repayable in consecutive monthly
installments beginning on <u>August 1, 1986</u> with the final payment of all
unpaid principal and interest due on <u>July 1, 2016</u> ;
WHEREAS, the repryment of the Note is secured by a Mortgage ("Mortgage")
from the Original Borrower to Draper & Kramer, Incorporated dated
June 17, 1986 and idled for record as #86-258903 , County of Cook , State of Illinois and now assigned to
of Cook , State of and now assigned to
<u> </u>
on the following described property: 539 Deer Run Drive
PI#02-15-111-019-1060 Palarine, Illinois 60067
As well as other Property described in the hortgage (hereinafter referred to
as "Property");
WHEREAS, Original Borrower wishes to sell the Property to New Borrower.
WHEREAS, New Borrower desires to assume all the obligations of Old
Borrower under the Note and Mortgage as a portion of the consideration for the
sale of the property.
WHEREAS, Original Borrower desires to be released from all obligations
under the Note and Mortgage;
WHEREAS, D&K has found the credit of the New Borrower to be satisfactory;
NOW THEREFORE, in consideration of the above premises and other good and
valuable consideration, the parties agree as follows:
1. D&K agrees to release the Original Borrower from any and all
obligations Original Borrower has under the above described Note
and Mortgage and agrees to accept New Borrower as the "Borrower"
(as defined in the Note and Mortgage and all other loan documents).

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- remaining principal balance on the Note, namely \$ 54,933.66, according to the terms of the Note, and further agrees to assume and abide by all other loan documents executed by Original Borrower in connection with said loan.
- 3. Original Borrower agrees that D&K may transfer all escrower funds and loan documents from the name of Original Borrower to the name and account of New Borrower. All parties acknowledge that in executing this Agreement in Chicago, Illinois, D&K is not lending any funds to any other party hereto.
- 4. This Agraement shall not take effect until an assumption processing fee 2 2 500.00 is remitted to D&K.
- 5. In all other respects, all other terms of the Note and Mortgage shall remain in full force and effect.

IN WITNESS WHER :0); the undersigned have executed and scaled this document in multiple originals. ORIGINAL BORROWER Given under my hand and Notarial Seal this Notary Public 89088834 NEW BORROWER Signituro Joanne Overland Signatura Given under my hand and Notarial Scal this 12ck day of "OFFICIAL SEAL" Notary Public CAMILLE A. RUPP Notary Public, State of Illinois My Commission Expires 6/9/92 DRAPER AND KRAMER, INCORPORATED Van Horn Richard E. Given under my hand and Notarial Seal this day of Notary Michael N. Casey