

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.

6. Release of Previous Obligor. As of the effective date of this Agreement, Lender hereby: (a) releases liability of any party or parties whosever under or on account of the Note or the Loan Documents;

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 nothing 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 whosever under or on account of the Note or the Loan Documents.

4. Assumption Fee. Borrower forthwith shall pay to Lender the sum of U.S. \$278.49 as a loan assumption fee. "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 JANUARY 10, 1989

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 TEN AND 078/1000 percent (10.078 %) 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.

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 JANUARY 10, 1989

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.

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

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.

THIS AGREEMENT CONSISTS OF THREE PAGES. REVIEW ALL PROVISIONS OF THIS AGREEMENT BEFORE SIGNING.

This Assumption Agreement (the "Agreement") is made and entered into on, and effective as of JANUARY 26, 1989

by and between ANA DOLORES GAITAN, A WIDOW AND FREDI SOLANA, A BACHELOR

and Home Savings of America, F.A., whose mailing address is P.O. Box 7075, Pasadena, California 91109-7075 ("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 JANUARY 10, 1989

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 TEN AND 078/1000 percent (10.078 %) 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. \$278.49 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 nothing 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 whosever 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 liability of any party or parties whosever under or on account of the Note or the Loan Documents;

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.

SF-5635-8 (Rev. 8-11-69) Part 1 (11)

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Record A.N. 20854 AH 442

Assumption Agreement

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ALL NOTICES TO LENDER SHALL BE MAILED OR DELIVERED TO THE ABOVE ADDRESS.

PASADENA, CALIFORNIA 91109-7075

P.O. BOX 7075

HOME SAVINGS OF AMERICA

WHEN RECORDED MAIL TO:



THIS DOCUMENT IS BEING RE-RECORDED TO INCLUDE PAGE 3, INCORPORATED HEREIN.

THIS INSTRUMENT PREPARED BY: 89059116

UNOFFICIAL COPY

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63059116

00001118

0100003

Property of Cook County Clerk's Office

PHOTO COPY

PHOTO COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

B 9 13 5 6 3

20259 1A

89059116

LOTS TWENTY-FIVE (25) AND TWENTY-SIX (26) IN BLOCK TWENTY IN GARFIELD, BEING A SUBDIVISION OF PART OF THE SOUTH EAST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 307 FEET AND THE NORTH 631.75 FEET AND THE WEST 333 FEET OF THE SOUTH 1295 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

89113563

ALLEGED

89059116

DEPT-01 \$13.25
T#3333 TRAN 2784 02/07/89 15:46:00
#0712 # C * -89-059116
COOK COUNTY RECORDER

DEPT-01 \$13.25
T#4444 TRAN 5888 03/15/89 10:15:00
#3308 # D * -89-113563
COOK COUNTY RECORDER

-89-059116

ALLEGED

89113563

#13 25

UNOFFICIAL COPY

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 waiving of any statute or limitation of 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.

REVIEW ALL PROVISIONS OF THIS AGREEMENT BEFORE SIGNING. THIS AGREEMENT CONSISTS OF THREE PAGES.

HOME SAVINGS OF AMERICA, F.A.

By [Signature]
Assistant Vice President
Title

[Signature] 1/31/89
ANA DOLORES GAITAN
[Signature] 1/31/89
FREDI SOLANO

STATE OF ILLINOIS }
COUNTY OF COOK } ss.
I, [Signature], a Notary Public in and for said county and state, do hereby certify that ANA DOLORES GAITAN, A WIDOW AND FREDI SOLANO, A BACHELOR

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed and delivered the said instrument as free and voluntary act of the uses and purposes therein set forth. Given under my hand and official seal this 31 day of January 19 89

[Signature]
My commission expires: 08-20-1989 Notary Public
80681198

STATE OF ILLINOIS }
COUNTY OF COOK } ss.
I, PAMELA CARTER, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that GARY BRANSTROM, ASST. VICE PRES. of HOME SAVINGS OF AMERICA, F.A., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such ASST. VICE PRES. 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 his/her 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 31st day of JANUARY 1989

[Signature]
My commission expires: Notary Public
My Commission Expires Nov. 20, 1989

Consent of Junior Lienors

The undersigned hereby consent to all of the provisions of this Assumption Agreement.

Signature _____ Signature _____
Signature _____ Signature _____

STATE OF ILLINOIS }
COUNTY OF COOK } ss.
I, _____, 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) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth. Given under my hand and official seal, this _____ day of _____, 19 _____

My commission expires: _____ Notary Public

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SCHEDULE A

Note(s)

8 1 3 5 6 3

LOAN NO. 789021

Date of Note	Loan Number	Original Principal Amount	Unpaid Principal Balance	Current Monthly Payment of Principal and Interest	Current Monthly Payment of Impounds or Escrows
08/05/87	000789021	28,000.00	27,849.18	241.45	100.94

Total Unpaid Principal Balance: \$ 27,849.18

Total Monthly Payment: \$ 241.45

SCHEDULE B

Deed of Trust or Mortgage Recording Information

Date of Document	Recordation Date	Records of
08/05/87	08/10/87	COOK INSTR NO: 87440129 EXECUTED BY: CARMAN DEL VALLE & JAUNITA GARCIA

BORROWER'S INITIAL

FS

AG

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29.00	29.12	21.14, 10	60.00, 25	11.00, 10	70.00, 10

Property of Cook County Clerk's Office

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