

WHEN RECORDED MAIL TO:  
HOME SAVINGS OF AMERICA  
P.O. BOX 7075  
PASADENA, CALIFORNIA 91109-7075

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

89186914

LOAN NO. 997902  
PTN: 17 06 201 009

Assumption Agreement

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  
APRIL 21, 1989, by and between  
FRANK R. MORRISON AND CHERYL M. MORRISON, HIS WIFE

(Borrower),

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 APRIL 20, 1989 are unpaid, and (c) interest on the unpaid principal balance on the Note is paid to MARCH 20, 1989.

3. ~~Adjustable Interest Rate Provisions.~~ Borrower agrees that all future payments 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-THREE-QUARTERS PERCENT PER ANNUM.~~ Borrower acknowledges and agrees that the interest rate on the Note shall be fixed 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. \$ 789.00 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 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 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 SETH LEIFER

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.

FRU. 2078/182072

89186914

Notary Public

My commission expires:

NAME

day of

Given under my hand and official seal, this

free and voluntary act for the uses and purposes therein set forth, signed and delivered the said instrument, appeared 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:

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

STATE OF ILLINOIS COUNTY OF

SS }

Signature

Signature

Signature

Signature

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

Consent of Junior Lienors

Notary Public

My commission expires:

19

day of

Given under my hand and official seal, this

forth. 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. corporate seal of said corporation to be affixed thereto pursuant to the authority given by the Board of Directors of said corporation signed and delivered the said instrument and caused the severally acknowledged that as such me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and personally known to me to be the personally known to me to be the hereby certify that:

the undersigned, a Notary Public in and for the County and State aforesaid, do

STATE OF COUNTY OF

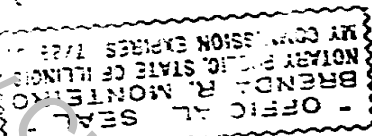
SS }

#7596 # D \* -89-186914

1#4444 TRAN 6552 04/26/87 15:05:00

\$14.25

DEPT-01



Notary Public

My commission expires:

Signature of Notary Public

day of

Given under my hand and official seal, this

free and voluntary act for the uses and purposes therein set forth, signed and delivered the said instrument, appeared before me this day in person, and acknowledged that:

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

STATE OF ILLINOIS COUNTY OF

SS }

Title

CHERYL M. MORRISON 89186914

Cheryl M. Morrison

FRANK R. MORRISON

Frank R. Morrison

HOME SAVINGS OF AMERICA F.A.

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

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 statute 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 obligations 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.

89186914

Property of Cook County Clerk

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# 17-06-201-009

1839 W. North, Chicago

Lot 3 in Block 2 in Piccart's Second Addition to Chicago in Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

LEGAL DESCRIPTION

3-1-1974

SAMPLE

ADDENDUM

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 75/100 percent (9.750 %) per annum (the "Existing Interest Rate"). Borrower acknowledges and agrees that the interest rate on the Note shall be adjusted, in accordance with Section 2(a) of the Note, and that the interest rate when so adjusted shall not result in an interest rate that is greater than 13.75 % per annum or less than 5.5 % per annum.

This Agreement is to be effective on either the date on which the deed evidencing the sale or transfer of the property described in the deed of Trust is recorded or the date the loan is closed by an attorney, escrow agent, or similar closing agent, whichever first occurs (the "Effective Date"), and Borrower acknowledges that the recording of the deed and the closing of the loan are outside the control of Lender. In the event that one or more interest rate adjustments are made to the Note before the Effective Date, this Agreement shall expire and have no further force and effect, unless this Agreement is amended to reflect the change in the Existing Interest Rate arising out of such interest rate adjustment. Borrower acknowledges that any such change in the Existing Interest Rate will require that this Agreement be amended and will result in a change in the calculation of the maximum and minimum permissible interest rate, which shall not exceed 5 percentage points greater or less than the Existing Interest Rate, as so adjusted.

Theresa Morrison  
Signature of Borrower

Chris M. Morrison  
Signature of Borrower

18208 NF

# UNOFFICIAL COPY

SCHEDULE A

Note(s)

4

LOAN NO.

997902

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
11/17/88	997902	72,000.00	71,930.26	597.29	

FAU 20781

Total Unpaid Principal Balance: \$ 71,930.26

Total Monthly Payment: \$ 597.29

## SCHEDULE B

### Deed of Trust or Mortgage Recording Information

Date of Document	Recordation Date	Records of
11/17/88	11/23/88	COOK  INSTR NO: 88-542059 EXECUTED BY: SETH LIEFER

**BORROWER'S INITIAL**

FRM

CMW

\_\_\_\_\_

\_\_\_\_\_

8418691A