

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

90605061

ALL NOTICES TO LENDER SHALL BE MAILED OR DELIVERED TO THE ABOVE ADDRESS. LOAN NO. 1168538

PIN: 07-20-320-008-0000

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 AUGUST 16, 1990 by and between MARTIN J. ZIMA AND LAURA M. ZIMA, HUSBAND AND WIFE

AUGUST 16, 1990

("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 mortgagee 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. As of the Effective Date, as defined below, Borrower 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 AUGUST 15, 1990 are unpaid; and (c) interest on the unpaid principal balance on the Note is paid to JULY 15, 1990.

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 and until AUGUST 15, 1990 the interest rate applicable to the Note is and shall be NINE AND 450/1000 percent ( 9.450 %) per annum. From AUGUST 15, 1990 until SEPTEMBER 15, 1990 the interest rate applicable to the Note shall be TEN AND 686/1000 percent ( 10.686 %) per annum.

If the Effective Date shall occur prior to AUGUST 15, 1990, Borrower acknowledges and agrees that the interest rate on the Note shall be subject to adjustment, in accordance with Section 2(a) of the Note, so that the interest rate shall not exceed FOURTEEN AND 450/1000 percent ( 14.450 %) or be less than SEVEN percent ( 7.000 %) If the Effective Date shall occur after AUGUST 15, 1990, but prior to SEPTEMBER 15, 1990, Borrower acknowledges and agrees that the interest rate on the Note shall be subject to adjustment, in accordance with Section 2(a) of the Note, so that the interest rate shall not exceed FIFTEEN AND 686/1000 percent ( 15.686 %) or be less than SEVEN percent ( 7.000 %)

4 Assumption Fee. Borrower forthwith shall pay to Lender the sum of U.S. \$ 684.40 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 Effective Date. The "Effective Date" shall be either the date the deed evidencing the sale or transfer of the property described in the Mortgage is recorded, or the date the sale or transfer of the property is closed by an attorney, escrow agent or similar closing agent, whichever first occurs, and Borrower acknowledges that the recording of the deed and the closing of the sale are outside the control of Lender. If either such event shall have occurred prior to the date of this Agreement, then the Effective Date shall be the date of this Agreement. If the Effective Date does not occur prior to SEPTEMBER 15, 1990, this Agreement shall expire and have no further force and effect.

7 Release of Previous Obligor. As of the Effective Date, Lender: (a) releases PAULETTE E. HARVEY

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 or consent with regard to any future sales, transfers, conveyances or other transactions involving title or possession of such real property or any part thereof.

8 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.

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Handwritten signature: H/mal

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Governing Law... 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.

10 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.

11 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 statutes 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 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.

LOAN NO. 1168538

By: *[Signature]*  
MICHAEL SCHIER, VICE PRESIDENT

*[Signature]*  
MARTIN J. ZIMA  
*[Signature]*  
LAURA M. ZIMA

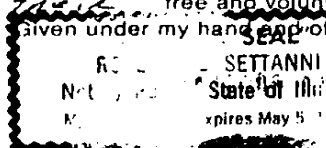
Title

STATE OF ILLINOIS }  
COUNTY OF Cook } SS.

I, *[Signature]*, a Notary Public in and for said county and state, do hereby certify that

MARTIN J. ZIMA AND LAURA M. ZIMA, HUSBAND AND WIFE

personally known to me to be the same person(s) whose name(s) *are* subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *they* signed and delivered the said instrument as *their* free and voluntary act for the uses and purposes therein set forth. Given under my hand and official seal this *21st* day of *August*, 19 *90*



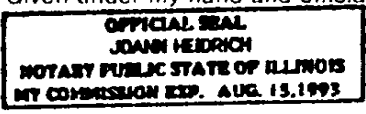
*[Signature]*  
My commission expires: *5-5-91* Notary Public

STATE OF Illinois }  
COUNTY OF Cook } SS.

I, undersigned, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that

*Michael Schier* personally known to me to be the *Vice President* 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 *Vice President* 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 *21st* day of *August*, 19 *90*



*[Signature]*  
My commission expires: *8/15/93* Notary Public

Consent of Junior Lienholders

The undersigned junior lienholder hereby consents to all of the provisions of this Assumption Agreement, and hereby acknowledges that all of its rights, title, interest and priority in and to the subject Property are hereby made and declared to be subordinate, subject and inferior in priority to the Mortgage.

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)

061  
LOAN NO.

1168538

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
02/12/90	1168538-5	91,800.00	91,253.88	768.56	87.07

Total Unpaid Principal Balance: \$ 91,253.88

Total Monthly Payment: \$ 768.56  
(Principal & Interest Only)

## SCHEDULE B

Deed of Trust or Mortgage Recording Information

Date of Document	Recordation Date	Records of
02/12/90	02/14/90	COOK  INSTR NO: 90-074184 EXECUTED BY: PAULETTE E. HARVEY

LEGAL DESCRIPTION: LOT 98 IN WEATHERSFIELD UNIT TWO, BEING A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1959 AS DOCUMENT 17587718, IN COOK COUNTY, ILLINOIS.

**BORROWER'S INITIAL**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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OPS 1718

(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

OFFICIAL SEAL  
LOIS E. KESTON  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 6/29/94

Notary Public Lois E. Keston  
My Commission Expires 6-29-94 Cook County,

of the corporation herein which executed the within instrument, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation pursuant to its By-laws or a resolution of its Board of Directors and that he/she acknowledges said instrument to be the free act and deed of said corporation.

On OCTOBER 2, 1990 before me, the undersigned, a Notary Public in and for said County and State, personally appeared MONA VOSS known to me to be the MORTGAGE OFFICER

WITNESS:  
BY: MONA VOSS  
ITS: MORTGAGE OFFICER  
LASALLE NATIONAL MORTGAGE COMPANY, INC.

Commonly known as: 4210 NORTH MONITOR, CHICAGO, ILLINOIS 60634  
TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Real Estate Mortgage.

13-17-410-037-0000

90529502

This document is being re-recorded to put in sequential order

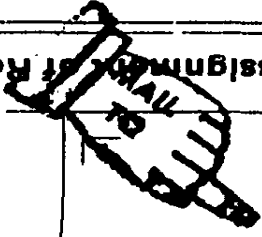
LOT 17 IN BLOCK 7 IN MC INTOSH BROTHERS IRVING PARK BOULEVARD ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR VALUE RECEIVED the undersigned hereby grants, assigns and transfers to SEARS MORTGAGE CORPORATION all the rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated SEPTEMBER 28, 1990 executed by DAVID K. MUELLER AND KRISTI L. MUELLER, HUSBAND AND WIFE to LASALLE NORTHWEST NATIONAL BANK a corporation organized under the laws of THE UNITED STATES OF AMERICA and whose principal place of business is 4747 WEST IRVING PARK ROAD, CHICAGO, ILLINOIS 60641 and recorded in Book/Volume No. COOK and recorded hereinafter as follows: described hereinafter as follows:

## Corporation Assignment of Real Estate Mortgage

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEPT-01 RECORDING  
#62222 FROM 8618 10/30/90 12 1  
#62222 # R \* -90-52950  
COOK COUNTY RECORDER  
90605062  
90529502  
90605062



PREPARED BY: KIM VAN DIEREN  
4747 WEST IRVING PARK ROAD  
CHICAGO, ILLINOIS 60641  
LASALLE NATIONAL MORTGAGE COMPANY, INC.  
3945 NORTH MILWAUKEE AVENUE  
CHICAGO, ILLINOIS 60641  
ATTN: D. JORDAN  
AND WHEN RECORDED MAIL TO

40039392 TP16

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