

UNOFFICIAL COPY

BOX 333-1A

ASSUMPTION OF INDEBTEDNESS
and Transfer, Tax and
Insurance Account with Release of Obligor

CITICORP SAVINGS

Corporate Office:
One South Dearborn Chicago, Illinois 60603
Telephone: 1 312 977-5000

90023598

220.00

WHEREAS First United Trust, A/T # 10219 DATED OCTOBER 12, 1988 is justly

indebted to Citicorp Savings of Illinois, a Federal Savings and Loan Association originally in the sum of \$ 1,680,000.00

as evidenced by a note and mortgage dated October 20, 1988 and the latter RECORDED AS DOCUMENT
's 88516278/88516279 in the RECORDER OF DEEDS

office of COOK County, Illinois, and known as its Loan No. 1003359
and hereby referred to as part of this agreement and

WHEREAS, said indebtedness, as of this date, is \$ 1,667,390.47 which is further secured by a tax and insurance
account which is upon this date \$ 14,834.31 and the undersigned FIRST UNITED TRUST COMPANY
A/T # 10219 DATED OCTOBER 12, 1988.

has sold and conveyed said property to the undersigned FIRST UNITED TRUST COMPANY A/T # 10219 DATED OCT. 12, 1988

THEREFORE, the undersigned former owner hereby transfers his borrower's said tax and insurance account in said Association to the
undersigned new owner for value received, and authorizes any officer or employee of said Association to transfer the same upon its books.

The undersigned new owner hereby accepts said transfers and agrees to assume and pay the unpaid balance of said indebtedness with
interest for the month of OCTOBER & NOVEMBER, 19 89, at the rate of 10.25% per annum payable on the 1ST

day of NOVEMBER & DECEMBER, 19 89; and thereafter with interest from the 1ST day of DECEMBER
19 89, at the rate of 9.75% per annum, payable \$ 13,961.26 per month beginning JANUARY 01,

19 90, to be applied first, to interest, and the balance to principal until said indebtedness is paid in full, and hereby releases and waives all
homestead rights.

In consideration of the foregoing, the undersigned new owner agrees to assume, carry out, and be bound by each and every provision of said
mortgage and the note secured thereby except as they may be modified herein. FIRST PAYMENT DATE EXTENDED TO 12/01/2019;
CALL OPTION DATE SHALL BE DECEMBER 01, 1992; AND EACH SUCCEEDING ANNIVERSARY OF SUCH DATE UNTIL
MATURITY OR ACCELERATION WHICHEVER SHALL FIRST OCCUR.
It is agreed that said former owner is released from his obligation upon said indebtedness in consideration of the assumption of and
agreement to pay the same by said new owner. Said former owner which hereby is released include, Oak Park
an Illinois General Partnership, Fredric J. Kreiter, Theodore C. Mazola, August P. Mauro
In this instrument, the singular includes the plural and the masculine includes the feminine and neuter.

The amount of the above recited indebtedness is subject to the collection by the Association in good funds of all mortgage payments delivered
by the former owner to the Association relative to this loan. The new owner agrees to pay the Association in good funds an amount equal
to the sum of mortgage payments delivered to the Association by the former owner which the Association has been or is unable to collect in
good funds.

Signed, Sealed and Delivered this 4TH DAY OF DECEMBER 19 89

(SEAL) FIRST UNITED TRUST COMPANY, A/T # 10219 (SEAL)
DATED 10/12/88

(SEAL) Former Owner (SEAL)

Approved, and Said Former Owner Released,
Citicorp Savings of Illinois,
a Federal Savings and Loan Association

By: [Signature] (SEAL)
Vice-President FIRST UNITED TRUST COMPANY (SEAL)
A/T # 10219 DATED 10/12/88

IMPORTANT: A remittance to cover the shortage shown below must be returned with this agreement.

The figures shown on this document must be requested after DECEMBER 18, 1989

| | |
|--|----------------------|
| Escrow, principal and interest payments due for the months of <u>NOVEMBER & DECEMBER</u> | \$ <u>53,840.90</u> |
| PRINCIPAL PAYDOWN | \$ <u>39,737.29</u> |
| Tax and insurance escrow shortage: | \$ <u>18,148.87</u> |
| Service Fee: 1% + 100.00 DOC PREP FEE (16,250.00 + 100.00) | \$ <u>16,350.00</u> |
| Total funds to be paid: | \$ <u>128,077.06</u> |

Future payments to tax and insurance account will be \$ 9,153.24 per month.

72 32 875, D3 (all)

Property of Cook County Clerk's Office

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The foregoing instrument is executed by First United Trust Company, not personally or in its individual capacity, but solely as Trustee under the provisions of the trust agreement, identified by its trust number therein referred to; and such instrument is delivered upon the express agreement, anything therein to the contrary notwithstanding, that no personal liability or responsibility is assumed by or shall at any time be asserted or enforced against said Company, or its agents or employees, or against the beneficiaries under such trust agreement, on account of any covenant, undertaking or agreement in such instrument contained, and that all such personal liability and responsibility, if any, is expressly waived and released by the remaining party or parties thereto, and those claiming by, through or under them, and that all such persons shall look solely to the trust property for the enforcement of their rights under such instrument, and that no duty shall rest upon said Company, individually or as trustee, to sequester or retain the trust property or avails thereof or proceeds arising from any disposition thereof, as a fund with respect to which recovery may be enforced under the foregoing instrument or otherwise.

IN WITNESS WHEREOF, First United Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 4th day of December, 19 89.

FIRST UNITED TRUST COMPANY,
as Trustee as aforesaid and not personally
BY: [Signature]
Assistant Vice President

ATTEST:

[Signature]
Assistant Secretary

90023598

The foregoing instrument is executed by First United Trust Company, not personally or in its individual capacity, but solely as Trustee under the provisions of the trust agreement identified by its trust number therein referred to; and such instrument is delivered upon the express agreement, anything therein to the contrary notwithstanding, that no personal liability or responsibility is assumed by or shall at any time be asserted or enforced against said Company, or its agents or employees, or against the beneficiaries under such trust agreement, on account of any covenant, undertaking or agreement in such instrument contained, and that all such personal liability and responsibility, if any, is expressly waived and released by the remaining party or parties thereto, and those claiming by, through or under them, and that all such persons shall look solely to the trust property for the enforcement of their rights under such instrument, and that no duty shall rest upon said Company, individually or as trustee, to sequester or retain the trust property or avails thereof or proceeds arising from any disposition thereof, as a fund with respect to which recovery may be enforced under the foregoing instrument or otherwise.

IN WITNESS WHEREOF, First United Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 4th day of December, 19 89.

FIRST UNITED TRUST COMPANY,
as Trustee as aforesaid and not personally
BY: [Signature]
Assistant Vice President

ATTEST:

[Signature]
Assistant Secretary

90023598

STATE OF ILLINOIS
COUNTY OF COOK

SS. **UNOFFICIAL COPY**
9 0 0 2 3 5 9 8

I, the undersigned, a Notary Public in or for said County, in the State aforesaid, do hereby certify that _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this _____ day of _____, 19 _____.

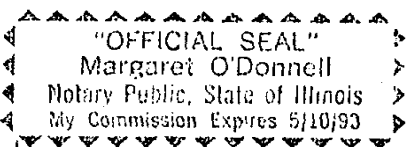
Commission expires:

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Margaret O'Donnell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Patricia C. Jepsen Assistant Vice President of the FIRST UNITED TRUST COMPANY, and Dennis John Carrara Assistant Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as his own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4th day of December, 19 89.



Margaret O'Donnell
Notary Public
90023598

STATE OF ILLINOIS }
 } SS.
COUNTY OF COOK }

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that DENNIS A. MANNING personally known to me to be the VICE President of Citicorp Savings of Illinois, a Federal Savings and Loan Association, a corporation, and _____ personally known to me to be the _____ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such VICE President and Secretary, they signed and delivered the said instrument as VICE President and _____ Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5th day of DECEMBER, 19 89.



Joyce R. Benjamin
Notary Public

Commission expires:

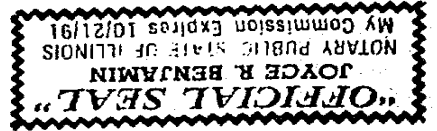
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UNOFFICIAL COPY

Commission expires:



Joyce R. Benjamin
Notary Public

Given under my hand and official seal, this 5th day of DECEMBER, 1989.

deed of said corporation, for the uses and purposes therein set forth.
by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and
corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given
Secretary, they signed and delivered the said instrument as VICE President and Secretary of said
ment appeared before me this day in person and severally acknowledged that as such VICE President and
ration, and personally known to me to be the same persons whose names are subscribed to the foregoing instru-
Secretary of said corpo-
of Citicorp Savings of Illinois, a Federal Savings and Loan Association, a corporation, and
personally known to me to be the
personally known to me to be the VICE President
I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that

STATE OF ILLINOIS
COUNTY OF COOK

SS.

NOV 18 1989 2:57
COOK COUNTY, ILLINOIS
NOTARY PUBLIC

Commission expires:

90023598

Notary Public

90023598

Given under my hand and official seal, this _____ day of _____, 19____.

homestead.
free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of
before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that

STATE OF ILLINOIS
COUNTY OF COOK

SS.

Clerk's Office

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◀ Margaret O'Donnell ▶
◀ Notary Public, State of Illinois ▶
◀ My Commission Expires 5/10/93 ▶

Margaret O'Donnell
Notary Public
30023598

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PARCEL 1:
THE SOUTH 33 1/3 FEET OF THE NORTH 200 FEET AND THE SOUTH 48.90 FEET
OF THE NORTH 248.90 FEET OF LOT 1 IN BLOCK 1 IN JOHN JOHNSTON JR.'S
ADDITION TO AUSTIN BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH
WEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD
PRINCIPAL MERIDIAN

PARCEL 2:
LOT 12 IN BLOCK 1 IN HOOKER'S SUBDIVISION OF THE NORTH EAST 1/4 OF THE
SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:
LOTS 1 AND 2 IN BLOCK 3 IN AUSTIN PARK, A SUBDIVISION OF THE EAST 1/2

OF THE SOUTH WEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4:
THE EAST 5 FEET OF LOT 1 AND ALL OF LOTS 2, 3 AND 4 IN J. W. ALLEN'S
SUBDIVISION OF LOTS 50, 51 AND 52 OF O. R. ERWIN'S SUBDIVISION OF THE
SOUTH 1466.50 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH WEST
1/4 (EXCEPT RAILROAD) OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

I.D. 16-05-320-027, 16-05-307-034, 16-05-320-028
16-17-305-006, 16-08-314-021, 16-08-314-022, 16-08-314-023

Property Address: 930 N. Austin
Oak Park, IL

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