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Loan No.

8388-7

0038526

ASSUMPTION AGREEMENT

WITH RELEASE

WHEREAS

loaned COLE TAYLOR BANK/FORD CITY, as Trustee, and known as Trust NO. 4138,

dated January 16, 1984

the sum of Three Hundred Eighty Thousand and no/100-----Dollars

(\$ 380,000.00) evidenced by note and mortgage dated November 14, 1988 and recorded

as Document No. 89-561 443 in Cook County, Illinois

WHEREAS said Borrowers have sold said property to the undersigned Purchasers and said Purchasers desire to assume and agree to pay said indebtedness and perform all the obligations under said Loan Contract, and said Sellers desire to be released therefrom, and said Association is willing to accept said assumption and release said original Borrowers;

THEREFORE, for and in consideration of the premises and other good and valuable considerations, the undersigned Purchasers hereby assume and agree to pay the indebtedness evidenced by said note and mortgage and perform all of the obligations provided therein, it being agreed and understood that as of this date said indebtedness is Three Hundred

Seventy One Thousand Four Hundred Fifty One and 61/100-----Dollars (\$ 371,451.61)

and that the interest rate shall be Eleven (11%) % per annum, and that the monthly payments shall be made beginning the First day of July 19 90 in the sum of Three Thousand

Nine Hundred Twenty Two and 32/100-----Dollars (\$ 3,922.32) per month, to be applied first to interest and the balance to principal until said indebtedness is paid in full, and that, in addition,

said Purchasers will pay the sum of One Thousand Five Hundred Forty Three and 68/100-----Dollars (\$ 1,543.68)

estimated to be sufficient to pay taxes and insurance on said property, which estimate may be revised, making a total current payment of Five Thousand Four Hundred Sixty Six and no/100-----Dollars (\$ 5,466.00) per month, and that in all other respects, all terms and conditions of said note shall remain in full force and effect, and the undersigned Association hereby releases and discharges said original Borrowers upon their personal obligation upon said indebtedness

This assumption by said Purchasers is joint and several and shall bind them, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument, this 28th day of

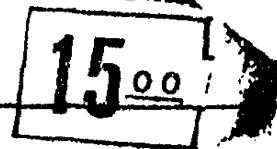
June 19 90

COLE TAYLOR BANK/FORD CITY, as Trustee

BY: Linda L. Smith
Trust Officer

Execution of this instrument, together with any other of the documents referred to on the reverse side hereof or attached hereto is hereby expressly made a part hereof.

Attest: Synthia L. Smith
Vice President



HERITAGE TRUST COMPANY, as trustee
u/c #2944

BY: Linda L. Smith
Land Trust Supervisor

ATTEST: Synthia L. Smith
Asst. Secretary

RIDER ON REVERSE SIDE

SOUTHWEST FEDERAL SAVINGS & LOAN ASSN.

BY: Robert J. Grogan
EXEC. VICE PRESIDENT

ATTEST: Noralee Goossens
CORP. SECRETARY

THIS INSTRUMENT WAS PREPARED BY: Noralee Goossens, 4062 Southwest Highway, Hometown, IL 60456

COLE TAYLOR BANK

STUD-EMPLOY CLASSE

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PERSONAL GUARANTEE

Chicago, Illinois, JUNE 28, 1990

FOR VALUE RECEIVED, and as inducement for disbursement of the principal amount of the loan, I, the undersigned, for myself, my heirs, personal representatives and assigns, hereby guarantee to Southwest Federal Savings and Loan Association of Chicago corporation, its successors or assigns, the payment at maturity of the principal sum of Three Hundred Seventy One Thousand Four Hundred Fifty One & 61/100 Dollars (\$ 371,451.61) of the within note, together with interest after date at the rate of eleven per cent annum (11 %) on the balance of said principal sum remaining unpaid from time to time, and payment on the first day of each and every month, beginning on the first day of July, 1990, of the monthly installments of Three Thousand Nine Hundred Twenty Two and 32/100 Dollars (\$ 3,922.22) each, provided in said note.

I hereby expressly agree, for myself, my heirs, personal representatives and assigns, that the maturity of said principal sum of the within note, or the balance thereof remaining unpaid at any time hereafter, can be accelerated in accordance with the terms of the within note or of the mortgage securing said note at the election of the legal holders of the within note without notice to me, or my heirs, personal representatives or assigns.

I hereby, for myself, my heirs, personal representatives and assigns, waive notice of protest and consent to any and all extensions of the time of payment of the sum or sums provided in the within note by the holder or holders of the within note without notice to me, my heirs, personal representatives or assigns.

I hereby authorize and appoint irrevocably any attorney of any court of record in the United States of America to be the true and lawful attorney for me, and irrevocably for me in my name, place and stead to appear in any court of record in any State, District or Territory of the United States of America, in term time, or vacation, at any time after the principal sum of Three Hundred Seventy One Thousand Four Hundred Fifty One and 61/100 Dollars (\$ 371,451.61), or any unpaid balance thereof, becomes due, whether by election as aforesaid or otherwise, to waive service of process to confess a judgment in favor of the legal holder or holders of the within note for such amount of said principal sum as shall appear to be due according to the tenor and effect of said note, and for the interest unpaid thereof to the date of the entry of such judgment, together with the costs and reasonable plaintiff's attorney's fees, to file a cognovit for said amounts with an agreement therein that execution may issue forthwith and that no writ of error or appeal shall be prosecuted upon the judgment entered by virtue hereof, nor any proceedings in equity filed to interfere in any manner with the operation of said judgment, and to waive and release all errors that may intervene in the entering of said judgment or in the issuing of any execution thereon. I hereby ratify and confirm all that my said attorney may lawfully do by virtue hereof.

This agreement shall not be orally modified and any release or modification of this guarantee must be in writing.

In this guarantee, the singular shall include the plural and the masculine shall include the feminine and the neuter. This guarantee shall be the joint and several obligation of all guarantors and endorsers and this guarantee shall be binding upon them, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this

28TH

day of June, A.D. 1990

<u>Ruth Hanna</u> (SEAL)	<u>6421 N 124TH St</u> (ADDRESS)
<u>Gregory Zawaski</u> (SEAL)	<u>6421 N 124TH St</u> (ADDRESS)
<u>Mary Zawaski</u> (SEAL)	<u>6421 N 124TH St</u> (ADDRESS)
<u>Gregory Zawaski</u> (SEAL)	<u>6421 N 124TH St</u> (ADDRESS)

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1990 JUL 16 AM 10:06

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Property of Cook County Clerk's Office

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LEGAL DESCRIPTION

Addendum

PARCEL 1:
LOT 10 (EXCEPT THE NORTH 16 FEET) ALL OF LOTS 11,12,13 AND 14
AND THE NORTH 2.50 FEET OF LOT 15 IN BLOCK 4 IN THE CHARLES
WADSWORTH SUBDIVISION OF THE EAST 661.05 FEET OF THE SOUTH 120
ACRES OF THE SOUTH EAST QUARTER OF SECTION 10, TOWNSHIP 37
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO
PARCEL 11:
THE EAST HALF OF VACATED ALLEY LYING WEST OF AND ADJOINING IN
PARCEL 1, ALL IN COOK COUNTY, ILLINOIS.

10124 SOUTH PULASKI
OAK LAWN, IL 60453

P.I.N.: 24-10-413-065-0000

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But 404