

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.

91285108

LOAN NO. 938809

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
by and between
PATRICK A. BOYLE, DIVORCED AND NOT SINCE REMARRIED

JUNE 13, 1991
151117 JUN 13 1991 06:10:29 10412700
43504 4 14 11-12 1-275 51238
OUR OFFICE RECEIVED

("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 JUNE 10, 1991 are unpaid; and (c) interest on the unpaid principal balance on the Note is paid to MAY 10, 1991.

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 JUNE 10, 1991, the interest rate applicable to the Note is and shall be TEN AND 054/1000 percent (10.054 %) per annum. From JUNE 10, 1991 until JULY 10, 1991, the interest rate applicable to the Note shall be NINE AND 901/1000 percent (9.901 %) per annum.

If the Effective Date shall occur prior to JUNE 10, 1991, 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 054/1000 percent (15.054 %) or be less than FIVE AND 054/1000 percent (5.054 %). If the Effective Date shall occur after JUNE 10, 1991, but prior to

JULY 10, 1991, 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 901/1000 percent (14.901 %) or be less than FOUR AND 901/1000 percent (4.901 %).

4. Assumption Fee. Borrower forthwith shall pay to Lender the sum of U.S. \$ 347.79 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 JULY 10, 1991, this Agreement shall expire and have no further force and effect.

7. Release of Previous Obligor. As of the Effective Date, Lender: (a) releases PATRICK A. BOYLE AND EDWARD C. MESCO

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.

15/29

Proprietary of Orange County Clerk's Office

91285108

UNOFFICIAL COPY

Property of Cook County Clerk's Office

MAIL TO:

TIMOTHY R. McAVOY
ATTORNEY AT LAW
1010 Dixie Highway
Chicago Heights, Illinois 60411

UNOFFICIAL COPY

Notary Public

Personally known to me to be the same person(s) whose name(s) free and voluntary act for the uses and purposes therein set forth. Given under my hand and official seal, this day of 19

STATE OF ILLINOIS
COUNTY OF }
SS }
Signature _____
Signature _____

Signature _____
Signature _____

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.

Consent of Junior Lienholders

OFFICIAL SEAL
ARLENE PETERIK
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC. 13, 1992

Given under my hand and official seal, this 3rd day of June, 1991

Lanny L. Guymon
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 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.

STATE OF ILLINOIS
COUNTY OF COOK }
SS }

Given under my hand and official seal this 5th day of June, 1991

OFFICIAL SEAL
James J. Baker
Notary Public, State of Illinois
My Commission Expires 4/21/91

Personally known to me to be the same person(s) whose name(s) free and voluntary act for the uses and purposes therein set forth. Signed and delivered the said instrument, subscribed to the foregoing instrument, he

PATRICK A. BOYLE, DIVORCED AND NOT SINCE REMARRIED

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

STATE OF ILLINOIS
COUNTY OF COOK }
SS }

By Lanny L. Guymon
Vice President

HOME SAVINGS OF AMERICA, F.A.
PTN: 28-26-312-007
LOAN NO. 938809

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

9. 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.
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 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 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 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.

91285108

UNOFFICIAL COPY

TIMOTHY R. McAVOY
ATTORNEY AT LAW
1010 DIXIE HIGHWAY
Chicago Heights, Illinois 60411

MAIL TO:

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
JAN 1 1994

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SCHEDULE A

Note(s)

LOAN NO.

938809

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
08/03/88	00938809	47,200.00	46,372.15	434.63	92.06

Total Unpaid Principal Balance: \$ 46,372.15

Total Monthly Payment: \$ 434.63
(Principal & Interest Only)

SCHEDULE B

Deed of Trust or Mortgage Recording Information

Date of Document	Recordation Date	Records of
08/03/88	08/08/88	COOK INSTR NO: 88354405 EXECUTED BY: PATRICK A. BOYLE & EDWARD C. MESCO

51285108

BORROWER'S INITIAL

 PB

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Property of Cook County Clerk's Office



MAIL TO:

TIMOTHY R. McAVOY
ATTORNEY AT LAW
1010 Dixie Highway
Chicago Heights, Illinois 60411

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