

93541120  
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**ASSUMPTION AGREEMENT  
WITH RELEASE OF LIABILITY**

93541120

This Assumption Agreement (the "Agreement") is made this 29th day of April, 19 93, by and between Michael S Hughes and Yvonne P Hughes (the "Buyers") and Norwest Mortgage Inc (the "Lender")

RECITALS

The Lender is the holder of a promissory note (the "Note"), executed by Kevin R Maskell and Robbin S Maskell (the "Sellers") and dated the 20th day of November, 19 92, in the original principal amount of Eighty-Nine Thousand Two Hundred Fifty and No/Dollars (\$ 89,250.00), bearing interest on the unpaid balance thereof from time to time at the rate of Six and One Half ( 6.50 ) percent per annum from the date thereof until fully paid, which principal and interest is payable in monthly installments of Six Hundred Eighty-four and 96/100 Dollars (\$ 684.96 ) commencing on the first day of January, 19 93, and thereafter on the first day of each succeeding month until December 1st, ~~19~~ 2022 when the entire unpaid balance of principal and interest shall be due and payable.

The Note is secured by a First Mortgage/Deed of Trust (the "Mortgage/Deed of Trust") executed by the Sellers dated the 1st day of November, 19 92, on certain real property located in Cook County, Illinois legally described as follows:

*See Attached*

DEPT-01 RECORDING \$25.50  
#08888 TRAM 5929 07/14/93 09:26:00  
#4237 # \* -93-541120  
COOK COUNTY RECORDER

which Mortgage/Deed of Trust was duly recorded/filed on 10-1-9, 19 92 in the office the County Recorder of Deeds in and for COOK County, ILLINOIS, as Document Number 92926455 or \_\_\_\_\_

Contemporaneously with the execution of this Agreement the Sellers have conveyed to the Buyers all right, title and interest in the above described property.

The Mortgage/Deed of Trust provides that it may be assumed by subsequent purchasers of said real estate only with the approval of the Lender.

As part of the purchase price of the above described property the Buyers have agreed to assume and pay the indebtedness evidenced by the Note and to be bound by the obligations of the Mortgage/Deed of Trust, as amended by this Agreement.

Upon such Assumption the Lender is willing to release Sellers from all personal liability arising under the Note and Mortgage/Deed of Trust.

In consideration of their mutual promises the Buyers and the Lender hereby agree as follows:

1. The Buyer hereby assures and promises to pay all of the indebtedness evidenced by the Note as modified, and agree to be bound by and to perform all of the covenants of the Mortgage/Deed of Trust at the time and in the manner provided therein. The Buyers further agree that the above described property shall be held as security for any and all indebtedness of the Buyers evidenced by the Note or otherwise secured by the Mortgage/Deed of Trust.
2. The Lender hereby approves the assumption provided for in the preceding paragraphs and releases the Sellers from all personal liability which may hereafter arise under the Note and Mortgage/Deed of Trust.

*JS SW*

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- This Agreement shall not waive lender's rights with respect to giving its approval of any subsequent assumptions of the obligation evidenced by the Note and secured by the Mortgage/Deed of Trust.
- Save as provided in this Agreement, the terms and provisions of said Note and Mortgage/Deed of Trust remain unchanged.

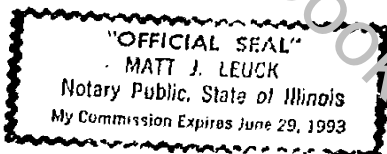
In witness whereof, Buyers have executed this Agreement.

X [Signature]  
 (Buyer) Michael S. Hughes

X [Signature]  
 (Buyer) Yvonne P. Hughes

STATE OF Illinois )  
 COUNTY OF Cook )

On this 7<sup>th</sup> day of May, 19 93, before me, a Notary Public within and for said County and State, personally appeared MICHAEL S. AND YVONNE P. HUGHES, his wife. to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that They executed the same as Their free act and deed.



Notary Public [Signature]  
 Commission Expires \_\_\_\_\_

Norwest Mortgage Inc

[Signature]  
 Debra L. O'Neill  
 Assistant Vice President

[Signature]  
~~XXXXXXXXXX~~ Marti L. Anderson  
 Assistant ~~XXXXXX~~ Vice-President

STATE OF IOWA )  
 )  
 COUNTY OF POLK )

On this 1st day of June, 19 93, before me, a Notary Public in and for said County and State, personally appeared Debra L. O'Neill and ~~XXXXXXXXXX~~ Marti L. Anderson to me personally known, who being by me duly sworn did say that they are the Assistant Vice President and the Assistant ~~XXXXXXXXXX~~ Vice-President of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Debra L. O'Neill and ~~XXXXXXXXXX~~ Marti L. Anderson acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
 Melissa D. ~~XXXXX~~ Bullock  
 Notary Public  
 Commission Expires 5-3-98 96

This instrument was drafted by:  
 Norwest Mortgage, Inc.  
 405 SW 5th Street  
 Des Moines IA 50309

NMI Loan Number 934011

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LOT 3 IN HOFFBERG'S ASSESSMENT PLAN, A RESUBDIVISION OF LOTS 1 TO 17 BOTH INCLUSIVE IN COLLIN'S SUBDIVISION OF LOTS 5 (EXCEPT THE EAST 250 FEET THEREOF) AND ALL OF LOTS 6, 7, 8 AND 9 IN BLOCK 4 IN WOLF ROAD HIGHLANDS ROBERTSON AND YOUNG'S SUBDIVISION IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 15-07-211-033-0000

ADDRESS: 1423 TAFT AVE BERKELEY, IL 60163

SUBJECT TO: COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD;  
GENERAL REAL ESTATE FOR 1992 AND SUBSEQUENT YEARS.

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03/21/2018