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THIS AGREEMENT, dated August 14, 1993 is be Owner/Mortgagor: ALBERT KOLLMON AND VIRGINIA KOLLMON OWNER/MORTGAGOR: DANIEL P. KOLLMON AND ELLEN M. KOLLMON RECORDING is between Former Owner/Mortgagor: DANIEL P. KULLDRUN AND CONTROL OF RECURSING AND ANALYSIS TRAN 0946 08/30/93 16:26:00 and the Mortgagee, Superior Mortgage Corporation, 743333 TRAN 0946 08/30/93 16:26:00 + 0789 + *-93-688321 \$23.00

The Former Owner has sold or is about to sell to the New Owner certain property described in the attached "Exhibit A" on which the Bank now holds a mortgage as collateral security for a long of the long o mortgage as collateral security for a loan of \$100.800.00 plus interest. The Former Owner signed an Adjustable Rate Note for this loan and a Mortgage . The words "Note" and and Adjustable Rate Rider on May 25, 1993 and Adjustable Rate Rider on May 25, 1993 . The Words "Note" and "Mortgage" throughout this Agreement refer to those documents. The mortgaged property is fully described in the Mortgage which was recorded in the office of the Recorder of Deeds of the County of Cook on <u>June 2, 1993</u> Vol. N/A Page N/A as Document No.93413965. The purpose of this Agreement is to transfer to the New Owner all of the Former Owner's responsibilities and obligations as stated in the Note and Mortgage, and to release the Former Owner from all those responsibilities.

All three parties now agree to this transfer (assumption) and release according to the terms and conditions of this Agreement.

Superior Mortgage Corporation certifies that the unpaid balance of principal for the Note and Mortgage as of the date of this Agreement is \$100,717.37

with interest at 7.0% paid to July 31. 1993.

The New Owner now takes over from the Former Owner the Obligation to repay the Bank this unpaid balance of principal, plus interest in accordance with sthe Bank this unpaid balance of principal, plus interest in accordance with the terms of the Note and Mortgage The New Owner also promises to comply with all other terms and conditions of the Note and Mortgage, just as if the New Owner had signed the original documents.

The Former Owner now assigns to the New Joner any money being held in an escrow account by the Bank for the payment of real estate taxes and other charges.

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The Bank now releases the Former Owner from making any further payments on the loan covered by the Note and Mortgage. The Bank agrees that it will not bring suit against the Former Owner for any violations of the terms and conditions of the Note and Mortgage from this day forward. The Former Owner may use this statement by the Bank as a defense in any legal action against the Former Owner concerning this Note and Mortgage. All three parties understand and agree that this Agreement shall not be considered a Satisfaction of Mortgage or a cancellation of the Note, nor shall anything in this Agreement limit the Bank's security interest in the property covered by the Mortgage.

The New Owner now agrees to repay the Bank the upaid balance of the loan plus interest which will adjust according to the terms of the Note and Mortgage. Thereafter, payments will be due on the first day of every month up to and including July 1. 2023, when any unpaid balance of principal and including July 1, 2023 interest will be due.

At any time, the New Owner may prepay the loan, in whole or in part, without charge. If only a partial prepayment is made, the New Owner must continue making the regular monthly payments until the loan has been paid in full.

The Former Owner and the New Owner both state that there are no claims or legal defenses which will in any way change any other term or condition of these documents.

This Agreement shall be binding upon and is for the benefit of all three parties, their legal representative, heirs, administrators, executors, executors, and assigns. successor, and assigns.

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IN WITHNESS WHEREOF, the parties hereto have executed this Mortgage Assumption and Release Agreement on the date and year first above written.

FORMER OWNER/MORTGAGOR

Albert Kollmon

Virginia Kollmon

Subscribed and sworn before me this 14th day of August, 1993 .

Notary Public

MATTHEN GLAS & 1,7,84
NOT PLANTED ELDIES & 17,84
NOT COMMISSION ELDIES & 17,84

NEW OWNER/MORTGAGOR

Bum. Kolling

Daniel P. Kollmon

Ellen M. Kollmon

Subscribed and sworn before me this 14th day of August, 1993.

Notary Public

MATTHEW F. Z TO EX MATTHEW SING SING BY COMMISSION EXPISES ST. 04

MORTGAGEE SUPERIOR MORTGAGE CORPORATION

BY: Ling Minchone.
Sue Giacalone

Title Loan Officer

Subscribed and sworn before me this 14th day of August, 1993.

Notary Public

MATTHEW F. ZUBEK
MATTHEW F. ZUBEK
MATTHEW F. ZUBEK
MATTHEW F. ZUBER
MOTORY PUDING BUSINES D-17-94
MCCOMMISSION EXDITES D-17-94

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BOX 156

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PLEASE RETURN TO:

SUPERIOR MORTGAGE CORP

OAKBROOK TERRACE,

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