UNOFFICIAL This The prepared by:

94495109



DRAPER AND KRAMER, INCORPORATED

3 WEST MONROE STREET

CHICAGO, ILLINOIS 60603

FHA ASSUMPTION AGREEMENT 47415 # ...

DEFT-01 RECORDENG \$23.50

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#7415 # JIB *-94-796109

COOK COUNTY RECORDER

Release of Liability LOAN NUMBER 605093

THIS IS AN ADJUSTABLE RATE MORTGAGE

2350

| This Agreement is entered into as of the 90 day of May , 19 94, |
|--|
| by and among Gregory A. Mellis , Of the State of Illinois |
| and County of <u>Cook</u> (hereinafter referred to as Original Borrower), and Draper and Kramer, Incorporated (hereinafter referred to D&K); |
| Whereas, original Borrower executed a Promissory Note ("Note") dated February 4, 1994 in the original principal amount of \$ 64,900.00 |
| with interest accreting at 5,50000 percent, and repayable in consecutive monthly installments reginning on June 1, 1994 with final payment of all unpaid principal and interest due on \$64,757.59 |
| WHEREAS, there repayment of the Note is secured by a Mortgage ("Mortgage" from the Original Borrower co Draper And Kramer, Inc. DATED |
| February 4. 1994 and filed for record as 94139089 County of Cook , State of Illinois and now assigned to |
| on the following described property: 233 E. Erie #1203 PIN NUMBER: 17-10-203-027-1033 (bicago, Illinois 6061) |
| As well as other Property described in the Nortgage (hereinafter referred to as "Property"); WHEREAS, Original Borrower wishes to sell the Property to New Borrower. |

WHEREAS, Original Borrower wishes to sell the Property to New Borrower WHEREAS, New Borrower desires to assume all the obligations of Old Borrower under the Note and Mortgage as a portion of the consideration for the sale of the property.

WHEREAS, Original Borrower desires to be released from all obligations under the Note and Mortgage;

WHEREAS, D&K has found the credit of the New Borrower to be satisfactory; NOW THEREFORE, in consideration of the above premises and other good and valuable consideration, the parties agree as follows:

- 1. Dak agrees to release the Original Borrower from any and all obligations Original Borrower has under the above described Note and Mortgage and agrees to accept New Borrower as the Borrower" (as defined in the Note and Mortgage and all other loan documents).
- 2. New Borrower assumes all liability for and agrees to pay the remaining principal balance on the Note, namely \$ 64,757.59 , according the terms of the Note, and further agrees to assume and abide by all other loan documents executed by Original Borrower in connection with side loan.

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| 3. | Original Borrower agrees that D& funds and loan documents from th to the name and account of New Backnowledge that in executing th Illinois, D&K is not lending any hereto. | e name of Original Borrower orrower. All parties is Agreement in Chicago, | |
|---|---|---|--|
| 4. | This Agreement shall not take ef | fect until an assumption | |
| | processing fee of \$ 550.00 | _ is remitted to D&K. | |
| 5. | | | |
| | Mortgage shall remain in full force and effect. | | |
| IN WITNESS WEEREOF, the undersigned have executed and sealed | | | |
| | this document in multiple origins | 118. | |
| | | ORIGINAL BORROWER | |
| | τ_{0} | Gregory A. Mellis | |
| | | Witness | |
| Given under my hand and Notarial Seal this to day of MAC, 199 | | | |
| | CHRISTOPHER L PALANCA NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. MAR. 19 1599 9459650 | NEW BOREO'NER Signature | |
| Give | n under my hand and Notarial Seal | this 10th day of May , 199 | |
| | * OFFICIAL SEAL.* Sharon S. Yoweon Notary Public, State of Illinois My Commission Expires 1/20/97 | Notary Public DRAPER AND KRAMER, INCORPORATED BY: | |
| Give | n under my hand and Notarial Seal | this 10 th day of May, 1994 | |
| | | | |

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