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LOAN NUMBER: 60-33-78782

91344108

ASSUMPTION AGREEMENT

WITH RELEASE OF OBLIGOR

THIS AGREEMENT is entered into this 18th day of February, 1994, between Thomas Bujnowski, single (hereinafter called "Obligor"), Elizabeth A. Salley divorced not since re-married and Sonja R. Haverly, single (hereinafter called "Assumptor"), and LOMAS MORTGAGE USA, INC., (hereinafter called "Lender").

LOT 13 IN BLOCK 2 IN ORVIS SUBDIVISION OF THE NORTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 20-07-406-036

DEPT-01 RECORDING \$27.50
120011 TRAN 1309 04/18/94 12:19:00
68550 6 6-94-544108
COOK COUNTY RECORDER

WITNESSETH

WHEREAS, on the 29th day of May, 1992, Thomas Bujnowski executed and delivered a promissory note in the amount of fifty three thousand ninety three AND no/100 DOLLARS (\$ 53,093.00) (hereinafter called "Note") to United Savings Association of Texas secured by a Mortgage/Deed of Trust/Mortgage Deed (hereinafter called "Mortgage"), recorded in Book 22 Page (or film/reception number 92-374145) of the records of Cook County, State of Illinois; and

WHEREAS Obligor, if not the maker of the note as identified above, assumed liability therefor on or about , 19 ; and

WHEREAS said promissory note and mortgage have been negotiated and assigned to the Lender who is now the holder of said note and mortgage; and

WHEREAS Obligor has sold or is about to sell and convey the real estate described in the mortgage to Assumptor and Assumptor has agreed to assume and pay the balance of the indebtedness secured by the note and mortgage; and

WHEREAS Assumptor desires to assume and pay the balance of the indebtedness evidenced by said note and mortgage in consideration of Lender's releasing Obligor from any further personal liability upon said note and mortgage given to secure the same;

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SECTION OF RECORDS

SECTION OF RECORDS

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NOW THEREFORE, for and in consideration of Lender's releasing Obligor from all personal liability upon the indebtedness hereinabove referred to, Assumptor does hereby assume and agree to pay the unpaid balance owing on said note and mortgage securing same, together with all interest, attorney's fees, costs and other charges provided therein, and Assumptor does covenant and agree with Lender that the hereinabove described lien shall be and continue to be a first and prior lien upon the property with the same force and effect as though Assumptor had signed the note and mortgage as maker in the first instance, and, furthermore, the parties agree and consent as follows:

1. Obligor does hereby transfer and convey to Assumptor all right, title and interest with respect to any payment heretofore or hereafter received by Lender in connection with the note and mortgage.
2. All parties agree that as of the date of this instrument, the principal balance due on said note is Fiftytwo thousand fivehundred twenty eight dollars AND 45/100 DOLLARS (\$ 52,528.45) and that the obligation is paid through the January 1 , 19 94, monthly installment.
3. Obligor hereby transfers to Assumptor all escrow funds held by lender or its contract servicer.
4. All parties hereto agree that this Agreement does not provide for any warranties, expressed or implied, as to title, other than those contained in the mortgage.
5. No representation or warranties with respect to the condition of the improvements upon the property have been made by Obligor. Assumptor, having inspected said improvements, accepts the same in the condition existing at the date hereof without reservation or qualification.
6. Assumptor agrees that Lender may rely on Assumptor's acceptance of the title and improvements as provided herein and acknowledges that Lender has neither the duty nor the information necessary to make, and has not made, any representations or warranties whatsoever concerning the title to the property or the improvements located thereon.
7. The Assumptor and the Lender hereby ratify all the terms and conditions of said note and mortgage other than those terms which are expressly modified by this agreement.
8. Nothing herein contained shall in anywise affect, change, diminish or impair the lien of Lender under the mortgage, and the same is valid and subsisting.

9-1-94

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EXECUTED this 18th day of February, 1994.

Thomas J. Bynowski
OBLIGOR

Elizabeth A. Salley
ASSUMPTOR

OBLIGOR

Joseph R. Haverly
ASSUMPTOR

Barbara Hughes
WITNESS (if applicable)

ATTEST:

LOMAS MORTGAGE USA, INC.

Case Battle

BY [Signature]

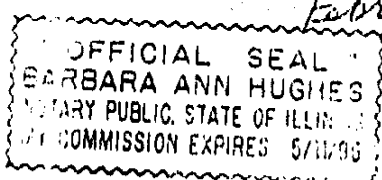
Assistant Secretary

Sid Loake
Executive Vice President

ACKNOWLEDGEMENT

STATE OF Illinois
COUNTY OF Cook

Before me, a Notary Public in and for the jurisdiction aforesaid, this day personally appeared Thomas J. Bynowski, personally known to me to be the OBLIGOR(S) named, and who, being first duly sworn, did acknowledge execution of the foregoing ASSUMPTION AGREEMENT WITH RELEASE OF OBLIGOR this 18th day of February, 1994.



Barbara Ann Hughes
Notary Public in and for
County
My commission expires:

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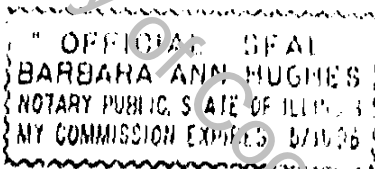
ACKNOWLEDGEMENT

STATE OF *Illinois*

COUNTY OF *Cook*

Before me, a Notary Public in and for the jurisdiction aforesaid, this day personally appeared *Elizabeth A. Sullivan and Sonja K. Farley* personally known to me to be the ASSUMPTOR(S) named, and who, being duly sworn, did acknowledge execution of the foregoing ASSUMPTION AGREEMENT WITH RELEASE OF OBLIGOR this *18th* day of *February*, 19*94*.

Barbara Ann Hughes



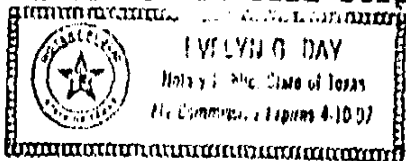
Notary Public in and for *Cook* County
My commission expires: *5-11-96*

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this *17th* day of *March*, 19 *94*, by *Stanko*, Executive Vice President of LOMAS MORTGAGE USA, INC., a Connecticut corporation, on behalf of said corporation.



Evelyn Day
Notary Public in and for the State of Texas

NAME AND ADDRESS OF THE CLOSING AGENT WHO PREPARED DOCUMENT:

Barbara Hughes
726 Madison St. #575
Chicago, IL 60602

AFTER RECORDING, RETURN TO:

LOMAS MORTGAGE USA, INC.
ATTN: ASSUMPTION CLOSER
REQ/ASSUMPTION DEPARTMENT
1525 VICEROY DRIVE, 3RD FLOOR
DALLAS, TX 75215



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9:34:08