95429924

UNOFFICIAL COPY

95429924

0EPT-01 RECORDING \$25.50 7+0000 TRAN 1996 07/03/95 12:59:00 46151 + C.J *-95-429924 COOK COUNTY RECORDER



ASSUMPTION AGREEMENT WITHOUT RELEASE OF LIABILITY

WHEREAS, Jose Gonzalez and Grace Gorska Gonzalez (Gonzalez) and Eduardo Cossyleon (Cossyleon) have entered into Articles of Agreement for Deed dated February 23, 1994 and recorded March 3, 1994 as Document 94203105 with respect to the property community known as 5000 South Paulina, Chicago, Illinois 60609, the legal description of which is as follows:

Lot 1 in block 51 in the Chicago University Subdivision in the North 1/2 of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ATTORNEYS' TITLE GUARANTY FUND, INC.

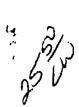
Permanent Index No: 20-07-228-012

WHEREAS, Cossyleon has entered into a contract for the sale of the subject premises to Rogelio Vilchis (Vilchis) in which Cossyleon and Vilchis have agreed that the premises would be sold to Vilchis subject to the remaining palance due under the aforesaid Articles of Agreement;

WHEREAS, Vilchis desires to assume and agree to pay said indicatedness and perform all the obligations under said Articles of Agreement;

WHEREAS, Gonzalez is willing to consent to the sale of sald premises and assumption of said indebtedness by Vilchis, but is not willing to release Cossyleon from his present liability under the aforesald Articles of Agreement for Deed;

THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:



Property of Coot County Clert's Office

5429924

UNOFFICIAL CORY

- 1. Gonzalez does hereby consent to the sale of the subject premises by Cossyleon to Vilchis.
- 2. Vilchis does hereby assume and agree to pay the balance due under the Articles of Agreement for Deed and to perform all of the obligations provided therein, it being agreed and understood that as of the date of this agreement, said indebtedness is \$10,100.91. That the interest rate is 8% per annum; that monthly payments shall be made by Vilchis to Gonzalez on the 1st day of each month commencing July 1, 1995, in the sum of \$517.05 for principal and interest plus \$63.95 to be held in reserve by Gonzalez for payment of real estate taxes, making a total current monthly payment of \$581.00 per month.
- 3. Conzalez is currently holding in reserve for the payment of taxes the amount of \$702.25, which sum shall be credited to Vilchis upon the execution of this agreement.
- 4. Cossyleon agrees that his present liability under said Articles of Agreement for Deed shall not be impaired, prejudiced or affected in any way whatsoever by this agreement or by the assumption of the obligations under the Articles of Agreement for Deed by Wichis.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement

this 22nd day of June, 1995.

Jose Gonzalez

Grace Gorska Gonzylez

The foregoing instrument was acknowledged before me this 22nd Jpy of June, 1995 by Jose Gonzalez and Grace Gorska Gonzalez, his wife.

"OFFICIAL SHAL"
BARRY IL STIERMAN
Notary Public, State of Illinois

My Commission Expires 12/2/95

Notary Rublic

Property of Coot County Clert's Office

Education Cossyleon

The loregoing instrument was acknowledged before me this 22nd day of June,

1995"byr£deakdbACossyle#n.

BARRY IL PHERMAN Notary Public, State of Illinois My Commission Depires 12/9/95

The foregoing instrument was acknowledged before me this 22nd day of June, 1995 by Rogello Vilchis.

PREPARED BY and RETURN TO:

Barry H. Sherman 1 South 376 Summit Ave., Court D Oakbrook Terrace, IL 60181 (708) 629-3203

MAIL

Proberty of Cook County Clark's Office