

ASSUMPTION AND RELEASE OF LIABILITY AGREEMENT

AGREEMENT, made this 11TH day of AUGUST, 1995, between
MONSERRATE S. QUINONES AND ROSA A. QUINONES, HUSBAND AND WIFE

(the "Transferor");

LA SALLE NATIONAL TRUST, N.A., TRUSTEE, UTA dated April 18, 1995 and known as
Trust No. 119490 (the "Transferee"); and
CARL I. BROWN AND COMPANY

(the "Mortgagee");
DEPT-01 RECORDING \$29.50
T#6666 TRAN 8428 08/21/95 12:13:00
#4227 LC #-95-551590
COOK COUNTY RECORDER

WITNESSETH:

WHEREAS:

A Note in the principal sum of \$ 132,360.00 was executed on 11/4/1993, and delivered
unto CARL I. BROWN AND COMPANY for
payment of the sum together with interest at the rate and upon the terms as more fully set forth in the Note; and

A Deed of Trust/Mortgage/Security Deed ("Security Instrument") was also executed, acknowledged and
delivered of even date therewith, which Security Instrument was recorded in
INSTRUMENT NO. 93921391 of COOK County,
ILLINOIS and which Security Instrument covered the premises described as follows:

LOT 39 IN BLOCK 9 IN FAULING'S BELMONT AVENUE ADDITION TO CHICAGO IN THE EAST 1/2
OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS. P.I.N. #13-27-106-028.

Mortgagee is the holder or is acting on behalf of the holder of the Note and Security Instrument and
subsequent modifications thereof, if any (collectively the "Mortgage").

Transferor agrees and acknowledges that Transferor is obligated for repayment of same; and

Transferor is about to convey the premises described above to Transferee, and Transferee desires to assume
payment of the Mortgage; and

Transferor and Transferee have requested the Mortgagee to release Transferor from the obligation to pay
the principal sum of the Mortgage and interest thereon, and to accept Transferee as the primary obligor to pay the
remaining indebtedness set forth below.

NOW, THEREFORE, in consideration of the mutual promises of the Parties hereto and other good and
valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby covenant and agree as
follows:

1. Mortgagee agrees not to exercise its right to declare all sums secured by the Mortgage to be
immediately due and payable by reason of the anticipated transfer.

2. Mortgagor unequivocally accepts Transferee as the primary obligor to pay the remaining
indebtedness as set forth below.

3. Transferee does hereby assume all obligations under the Mortgage and further assumes and agrees
to pay the principal sum of the indebtedness evidenced by the Mortgage which has a current principal balance of
\$ 129,635.40, together with interest thereon at the present rate of 6.500 % per annum, in equal
monthly installments of \$ 834.44, including interest, on the first day of each month beginning
AUGUST 1ST, 1995, together with any amounts required for escrow deposits all as set forth in the
Mortgage. A final installment equal to the entire remaining indebtedness of the obligation shall be due and payable
on DECEMBER 1ST, 2023. Subsequent to this Assumption and Release of Liability Agreement,
adjustments to the interest rate and payment amount, if any, shall be made according to the terms of the Mortgage
or this Agreement. A copy of the Note and subsequent modifications thereof, if any, are attached hereto and made
a part hereof for all purposes.

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4. Transferor hereby relinquishes and transfers to Transferee all Transferor interest in any monies which may be held by Mortgagee as escrow deposits for the purposes of application to taxes, assessments, fire, or other insurance premiums, or any other purposes for which deposits are being required by Mortgagee. Transferee assumes the liability for payment of any unpaid taxes, assessments, fire, or other insurance premiums and agrees to continue making monthly deposits for such purposes if required by Mortgagee.

5. Mortgagee does hereby relieve and release Transferor of and from any and all further liability or obligation to make the payments provided for pursuant to the terms of the Mortgage. Mortgagee hereby agrees that it will not institute any action, suit, claim or demand in law or in equity against Transferor for or on account of the indebtedness secured by the Mortgage nor on account of any failure of performance of any of the covenants or terms of the Mortgage. It is expressly understood and agreed by the Parties hereto that this Agreement shall not be deemed to be or construed as a release of the indebtedness nor shall anything herein contained in any manner or form impair the validity or priority of the lien of the Mortgage.

6. There are no offsets or defenses to the Mortgage or to the amount of the debt as hereinbefore set forth.

7. Except as modified by this Agreement, all the provisions of Mortgage are and shall remain in full force and effect and shall be performed by Transferee as if these agreements had been originally executed by Transferee.

8. This Agreement shall be binding upon and insure to the benefit of the Parties hereto, their legal representatives, heirs, administrators, executors, successors and assigns.

IN THE EVENT this Agreement is not executed by Transferor, Transferee is nevertheless bound by this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Assumption and Release of Liability Agreement.

For Trustee's Exoneration Clause See Page 4

Transferee:
LA SALLE NATIONAL TRUST, N.A., TRUSTEE
AND NOT PERSONALLY

Transferor:

BY: [Signature]
ITS: Vice President

Monserrate S. Quinones by Paul Vega
MONSERRATE S. QUINONES by P/OA

Attest: Nancy A. Stack
Assistant Secretary
Elizabeth Aponte
ELIZABETH APONTE, Beneficiary

Rosa A. Quinones by Paul Vega
ROSA A. QUINONES by P/OA

Monserrate Aponte
MONSERRATE APONTE, Beneficiary

[Signature]
ANGEL L. PEREZ, Beneficiary

Witnesses to Transferee:

Witnesses to Transferor:

Mortgagee:
CARL I. BROWN AND COMPANY
By Attorney-in-Fact
Sunbelt National Mortgage Corporation
dba FTB Mortgage Services
By: [Signature]
GINA WILD
Its: ASSISTANT VICE PRESIDENT

Witnesses to Mortgagee:
Chantell P. Lavin
Brenda Rico

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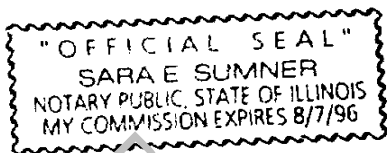
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INDIVIDUAL ACKNOWLEDGMENTS

STATE OF ILLINOIS)
COUNTY OF COOK)

On this 11 day of August, 1995, before me personally appeared ELIZABETH APONTE, MONSERRATE APONTE, AND ANGEL L. PEREZ AS BENEFICIARIES FOR TRUST NO. to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that 119490 THEY executed the same as THEIR free act and deed.



Sara E. Sumner
Notary Public

SARA E SUMNER
(Printed Name)

My commission expires: _____

STATE OF ILLINOIS)
COUNTY OF _____)

On this 11 day of August, before me personally appeared MONSERRATE S. QUINONES AND ROSA A. QUINONES by Raul Vega by P/O/A to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as Attorney-in-Fact act and deed.



Sara E. Sumner
Notary Public

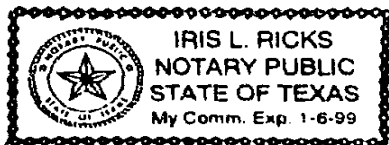
(Printed Name)

My commission expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS TEXAS)
COUNTY OF DALLAS)

On this 9TH day of AUGUST, 1995, before me appeared GINA WILD, to me personally known, who, being by me duly sworn, did say that he/she is the ASSISTANT VICE PRESIDENT of Sunbelt National Mortgage Corporation dba FTB Mortgage Services as Attorney-in-Fact for Carl I. Brown and Company, under Power of Attorney dated July 1, 1995, and that the instrument was signed on behalf of Carl I. Brown and Company.



Iris L. Ricks
Notary Public

IRIS L. RICKS
(Printed Name)

My commission expires: 1-6-99

RETURN TO: **CARL I. BROWN AND COMPANY**
C/O FTB MORTGAGE SERVICES, P.O. BOX 781639
DALLAS, TEXAS 75378



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RIDER ATTACHED TO AND MADE A PART OF

MORTGAGE

(~~TRANSFER-AGREEMENT-~~

(~~EXTENSION-AGREEMENT-~~

(~~ADDITIONAL-ADVANCE-AGREEMENT-~~

(ASSUMPTION AND RELEASE OF LIABILITY AGREEMENT

Dated August 11, 1995

Under Trust No. 119490

This instrument is executed **LASALLE NATIONAL TRUST, N.A.**, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by **LASALLE NATIONAL TRUST, N.A.** are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against **LASALLE NATIONAL TRUST, N.A.** by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said **LASALLE NATIONAL TRUST, N.A.**, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon **LASALLE NATIONAL TRUST, N.A.**, personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said **LASALLE NATIONAL TRUST, N.A.** personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environment damage.

Form XX0786
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ACKNOWLEDGMENT

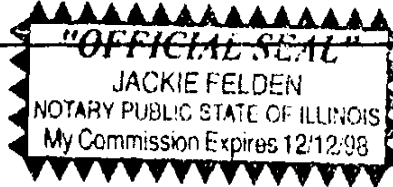
STATE OF ILLINOIS)
COUNTY OF Cook)

On this 11th day of August,
1995, before me appeared Corinne Bek, Vice President & Nancy A. Stack,
Asst. Secretary of LaSalle National Trust, N.A. to me personally known, who,
being by me duly sworn, did say that he/she is the Vice President
and Asst. Secretary of La Salle National Trust, N.A.,
Trustee, UTA dated April 18, 1995 and known as Trust No. 119490.

Jackie Felden
Notary Public

Jackie Felden
Printed Name

My Commission Expires: _____



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