

S1420038

UNOFFICIAL COPY

TRANSFER AGREEMENT 95078563

THIS AGREEMENT, entered into this 26th day of January A.D. 1995, by and between Tadeusz Korzuchowski, divorced & Not since remarried of 5254 W. Addison St., Chicago, IL 60641 hereinafter called the "Seller," and Jozef Wcislo & Lucyna Wcislo, his wife of 5242 West Addison, Chgo, IL 60641, hereinafter called the "Purchaser," and FIDELITY FEDERAL SAVINGS BANK, FORMERLY KNOWN AS FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, called the "Bank,"

WITNESSETH:

THAT, WHEREAS, the Seller is the owner of the premises commonly known as 5254 W. Addison St., Chicago, IL 60641, mortgaged to the Bank by a mortgage dated the 16th day of May, A.D. 1991, and recorded in the Recorder's Office of Cook County, Illinois, in Book _____ at page _____, as Document No. 91253425, to secure payment of a loan from the Bank, in the original principal amount of \$ 168,800.00 DOLLARS, evidenced by a note of even date therewith and subject to the terms and conditions of said mortgage and the by-laws of the Bank, and

WHEREAS, said Seller wishes to sell and convey said premises to said Purchaser and each wishes the consent of the Bank to such sale and conveyance.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of each of the parties hereto, IT IS HEREBY STIPULATED AND AGREED THAT:

(A) The Bank does hereby consent to the sale and conveyance of said premises by the Seller to the Purchaser.

(B) The Seller does hereby transfer and assign to the Purchaser his membership in the Bank

(C) The Purchaser does hereby assume and agree to pay said mortgage indebtedness, the unpaid balance as of this date being \$ 115,000.00, and agrees to comply with and be bound by all the terms, covenants and conditions contained in said note, mortgage and any existing modifications thereto, and by-laws of the Bank whether said by-laws be now in force or be hereafter modified or adopted and any applicable provisions of Federal or State Law.

(D) The Seller has reviewed this document and agrees with the loan balance as stated herein. Said Seller is hereby released from his obligation of said indebtedness in consideration of the assumption of and agreement to pay the same by said Buyer. In further consideration of this transaction, the Seller releases the Bank from any liability or claim arising out of the said indebtedness.

(E) Purchaser understands that this is a variable rate loan.

(F) This Agreement shall not be valid unless title or beneficial ownership to the security property is actually transferred from seller to purchaser prior to or contemporaneously herewith and the Bank is provided with evidence of same.

(G) The parties agree that wherever the context hereof requires, the masculine gender shall include the feminine and the singular number shall include the plural, and that all rights and obligations hereunder shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Seller and Purchaser have affixed their hands and seals, and the Bank has caused the Agreement to be signed in its name by its Vice President and attested by its Assistant Secretary, and its corporate seal affixed, all on the day and year first above written.

<u>Tadeusz Korzuchowski</u> (seal) Tadeusz Korzuchowski	<u>X Jozef Wcislo</u> (seal) Jozef Wcislo
_____ Seller	<u>X Lucyna Wcislo</u> (seal) Lucyna Wcislo Purchaser

ATTEST:

<u>Lidalia Jansen</u> (seal) Assistant Secretary	<u>[Signature]</u> (seal) Lending Institution Vice President
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OFFICE RECORD

TO _____
Dated _____ and Recorded _____ as Document NO. _____
By _____

PREPARED BY: EILEEN F. SMOLEK

RETURN TO: FIDELITY FEDERAL SAVINGS BANK
5455 West Belmont Avenue
Chicago, IL 60641

95078563

23501x

UNOFFICIAL COPY

DEPT-01 RECORDING

14999 TRAN 694 02/02/95 09:11
7173 + DW # - 95 - 078863

COOK COUNTY RECORDER

THE WEST 33 FEET OF THE EAST 73 FEET OF LOT 90 (EXCEPT THE NORTH 8 FEET THEREOF) IN KOESTER AND ZANDER'S WEST IRVING PARK SUBDIVISION IN THE NORTH 1/2 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-21-131-033

Property of Cook County Clerk's Office

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