

UNOFFICIAL COPY

LOAN NUMBER: 60-33-74257

95243353

ASSUMPTION AGREEMENT

WITH RELEASE OF OBLIGOR

DEPT-01 RECORDING #29.50
130011 TRAN 6453 04/12/95 13:30:00
43504 4 AH *-95-243353
COOK COUNTY RECORDER

THIS AGREEMENT is entered into this 24 day of MARCH, 1995, between SEAN E. BROWNE (hereinafter called "Obligor"), ERIN MARY WALSH (hereinafter called "Assumptor"), and LOMAS MORTGAGE USA, INC., (hereinafter called "Lender").

LEGAL DESCRIPTION is as follows: **SEE EXHIBIT "A" ATTACHED AND MADE A PART THEREOF.**

497N 605

WITNESSETH

WHEREAS, on the 31ST day of MAY, 1991, SEAN E. BROWNE executed and delivered a promissory note in the amount of SEVENTY SEVEN THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$77,600.00) (hereinafter called "Note") to UNITED SAVINGS ASSN OF THE SOUTHWEST FSB secured by a Mortgage/Deed of Trust/Mortgage Deed (hereinafter called "Mortgage"), recorded in Book _____ at Page _____ (or film/reception number 91283251 & 93279025) 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 _____, 1995; 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;

ATTORNEY'S NATIONAL
TITLE NETWORK, INC.

95243353

29 50
r

UNOFFICIAL COPY

00000000

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

Page 2

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 **SEVENTY FOUR THOUSAND FORTY FIVE AND 63/100 DOLLARS (\$74,045.63)** and that the obligation is paid through the **MARCH, 1995**, 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.

95243353

UNOFFICIAL COPY

Property of Cook County Clerk's Office



000000000000

UNOFFICIAL COPY

EXECUTED this 24th day of March, 1995.

Sean E. Browne
OBLIGOR **SEAN E. BROWNE**

Rene Mary Walsh
ASSUMPTOR **RENE MARY WALSH**

OBLIGOR

ASSUMPTOR

WITNESS (if applicable)

ATTEST:

LOMAS MORTGAGE USA, INC.

Quallah Lane
Assistant Secretary

BY *Rene Williams*
RENE WILLIAMS
Vice President

ACKNOWLEDGEMENT

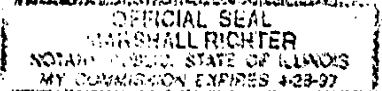
STATE OF Illinois
COUNTY OF Cook

209 2164

Before me, a Notary Public in and for the jurisdiction aforesaid, this day personally appeared Sean E. Browne 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 24th day of March, 1995.

Marshall Richter
Notary Public in and for COOK County

My commission expires:



95243353

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011

UNOFFICIAL COPY

ACKNOWLEDGEMENT

STATE OF Illinois

COUNTY OF Cook

209 2164

Before me, a Notary Public in and for the jurisdiction aforesaid, this day personally appeared Erin Mary Walsh 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 24th day of March, 1995.

Marshall Richter

Notary Public in and for
County

My commission expires:



ACKNOWLEDGEMENT

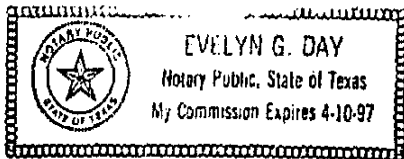
STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this 3rd day of April, 1995, by **RENE WILLIAMS** Vice President of LOMAS MORTGAGE USA, INC., a Connecticut corporation, on behalf of said corporation.

Evelyn G. Day

Notary Public in and for the State of
Texas



NAME AND ADDRESS OF THE CLOSING AGENT WHO PREPARED DOCUMENT

MARSHALL RICHTER
ATTORNEY AT LAW
1228 OLD ONCHARD RD. #20
DALLAS, TX 75235

AFTER RECORDING, RETURN TO:



LOMAS MORTGAGE USA, INC.
ATTN: ASSUMPTION CLOSER
REO/ASSUMPTION DEPARTMENT
8600 HARRY HINES BLVD.
DALLAS, TX 75235

35243353

UNOFFICIAL COPY

Property of Cook County Clerk's Office

MARSHALL RICHTER
ATTORNEY AT LAW
838 OLD OAKLAND RD. N5B
EVANSTON, IL 60201-1033



UNOFFICIAL COPY

EXHIBIT "A"

2092164

PARCEL ONE: UNIT 342-3 IN WILLIAMSBURG MANOR CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 1 TO 4 IN BLOCK 3 IN AUSTIN'S RIDGE SUBDIVISION OF SOUTH EVANSTON IN SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 27482066 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL TWO: THE EXCLUSIVE RIGHT TO USE GARAGE SPACE NUMBER 5, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 27482066.

PIN# 11-30-108-059-1024

Cook County Clerk's Office

05/14/2010

UNOFFICIAL COPY

Property of Cook County Clerk's Office

95243353