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DEPT-01 RECORDING \$25.50
 T#5555 TRAM 7020 07/03/96 10:20:00
 #8945 : JJ * -96-511160
 COOK COUNTY RECORDER

ASSUMPTION AGREEMENT

THIS AGREEMENT is made and entered into as of the 16th day
 of April, 1996, by and between Citicorp Mortgage, Inc.
 (hereinafter referred to as "CMI"), ~~1st Colonial Trust Co., SBC, Trustee~~
~~to Michigan Ave. National Bank of Chicago, Trustee~~ ("Borrowers"), and
Allan L. Zelato and Lillian Zelato ("Assuming
 Party").

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*U/T/A # 2667 & not personally

W I T N E S S E T H

WHEREAS, Borrowers obtained a real estate secured loan
 identified as Account Number 2368950 on January 14,
1994; with principal balance of \$2543.24 on 4/16/96.

WHEREAS, in consideration of the loan the borrowers executed
 a Promissory Note secured by a Security Instrument and other
 documents (collectively, the "Loan Documents");

WHEREAS, the Assuming Party desired to purchase from the
 Borrowers the property that secures the Borrowers' Promissory Note,
 and desires to assume all rights and obligations contained in the
 Loan Documents;

WHEREAS, CMI is either the current owner of the loan or has
 authority to process this assumption on behalf of a third party
 Investor (and references herein to CMI are deemed to include the
 Investor, as appropriate);

AND WHEREAS, CMI desires to allow this purchase and assumption
 subject to the terms and conditions specified herein.

NOW THEREFORE, in consideration of the premises and the mutual
 covenants, promises and agreements hereinto contained CMI,
 Borrowers and Assuming Party (the "Parties") hereto agree as
 follows:

1. Loan Assumption

- 1.1 The Assuming Party shall assume the rights, obligations and covenants contained in the Loan Documents.
- 1.2 The Assuming Party acknowledges that along with the obligation contained in the agreement, all credit reporting in the future concerning the referenced loan will be made in the Assuming Party's name(s).
- 1.3 The Borrowers will not be released from any liability under the loan documents effective with the transfer of the loan.

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DEFINITION

2. Modification of Promissory Note

2.1 The Assuming Party will pay the principal and interest in consecutive monthly installments plus any required escrow payments, on the 1st day of each month. All installments shall be payable at Citicorp Mortgage, Inc., P.O. Box 8205, Hagerstown, MD 21748-8205 or such other place designated by CMI or the holder of the Promissory Note.

3. Security Interest

3.1 Nothing in this ASSUMPTION AGREEMENT shall be understood or construed to be a satisfaction or release, in whole or in part, of CMI's or Investor's security interest in the property identified in the Security Instrument.

4. Miscellaneous

4.1 All other terms and conditions of the Loan Documents, which are hereby assumed by the Assuming Party, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this ASSUMPTION AGREEMENT as of the day and year first written above.

CITICORP MORTGAGE, INC.

BY: Judith A. Reising
Representative of CMI

See Exculpatory Rider Attached & made a part hereof.

BORROWERS

Firststar Bank Illinois, f/k/a
1st Colonial Trust Co., Suc Trustee to
~~Michigan Ave. National Bank of Chicago,~~
Trustee, Trust # 2667

Angela McClain

Land Trust Officer

ASSUMING PARTY

Allan L. Zoloto

Lillian Zoloto

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Legal Description: LOT 380 IN ARLINGTON HILLS IN BUFFALO GROVE, BEING A SUBDIVISION IN SECTIONS 5 AND 6, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 03-05-305-039-0000

Commonly known as: 1 Katherine Court, Buffalo Grove, Il. 60089



ALLAN L. ZOLOTO
1 KATHERINE COURT
BUFFALO GROVE, IL. 60089

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This document is executed by Firststar Bank Illinois not personally but as Trustee, under Trust # 2667 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerning, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trusts. In the event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

COOK COUNTY CLERK'S OFFICE

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