Please return recorded document to:

Norwest Mortgage, Inc.

7495 New Horizon Way Frankrick, MD 21701

Attention: Amanda B. Waddle

AMR Legal Support

MMC Loan No. 3390716

. Reference

\$29.50

1100 1 JD - # 98 555298

CLOPP SHOWING SELECTIONS

#### ASSUMPTION AGREEMENT

This Agreement, made this 25th day of June, A.D. 1996, by and between Ponna E. Black of herein referred to as Grantor, and Richard G. Black of 2424 Prescott Lane. Westchester, IL 60154 herein referred to as Grantee, and The Prudential Home Mortgage Company, Inc., as servicing agent for First Trust National Association, having an address of 7425 New Horizon Way, Frederick, Maryland 21701, hereinafter referred to as Mortgagee, witnesses:

- 1. Grantors are obligated and liable for payment to Mortgagee for the debt evidenced by a note in the sum of Two Hundred Forty Thousand and no/100 Dollars (\$240,000.00), dated October 29th, 1993 executed by Grantors to Mortgagee, which note is secured by a mortgage on a house and lot located at 2424 Prescott Lane, Westchester, secorded in the office of the Recorder of Deeds in and for Cook County, Illinois as Document No. 93-949620 Mortgagee herein being the owner and holder of such note and mortgage.
- 2. And whereas:
  - Grantor has convoyed all interest in and to the real estate described in Document No. 23-242620 to Grantoe, as documented by a <u>Quitclaim</u> Deed which is recorded in the office of the Recorder of Deeds in and for <u>Cook</u> County.



Grantor desires to be released from further obligation under the mortgage and note pursequent to such transfer,

Grantees agree to assume Grantor's liability for the remaining indebtedness, and

- d. Mortgagee has been requested to allow the assumption of the indebtedness by Grantees and to release Grantors.
- 3. For the reasons set forth above and in consideration of their deed of conveyance and promises of the parties hereto, Grantors, Grantees, and Mortgagee covenant and agree as follows:

# 55555

### **UNOFFICIAL COPY**

### SECTION ONE UNPAID BALANCE OF SECURED OBLIGATION

Payments have been made to Mortgagee so that there now remains payable the principal amount of Two Hundred Fourteen Thousand Three Hundred Fifty-Two Dollars and 53/100 (\$214,352.53) DOLLARS, with interest thereon at the rate of SEVEN (7.00%) PER CENT per annum, from the due date of the last payment, that is to say from the 1st day of June, 1996.

#### SECTION TWO RELEASE OF LIABILITY

Mortgages hereby agrees that Grantor(s), <u>Donna E. Black</u>, is hereby released from further liability under or on account of such note and/or mortgage.

### BECTION THREE ASSUMPTION OF LIABILITY

Grantee(s), <u>Richard of Black</u>, pledge payment of such note in installments at the times, in the manner, and in all respects as therein provided, hereby agrees to assume the obligations of Grantors set forth in such note and mortgage and to be bound by all terms of said note and mortgage, all as though such note and mortgage, and each of them, had orbitally been made, executed and delivered only by Grantees to Mortgage.

### BECTION FOUR NO IMPAIRMENT OF LIFE

The real property interest described in such mortgage, identified above and described more fully as set forth upon Exhibit A: attached hereto and made a part hereof by this reference, shall remain subject to the lien, charge and encumbrance of such mortgage and nothing herein contained or done prior hereto shall affect the lien, charge and encumbrance of the mortgage or this priority thereof over other liens, charges and encumbrances, or to release or affect any party of parties whomsoever would not or may hereafter be liable under or on account of such note and mortgage.

### SECTION FIVE APPLICATION OF AGREEMENT

This agreement applies to, insures the benefit of and binds all parties hereto, their respective heirs, legatees, devisees, legal representatives, administrators, successors and assigns.

IN WITNESS WHEREOF, the Grantors and Grantees have hereunto set their Hands and Seals, this NY day of NIIV		
Signed, Sealed and Delivered in the Presence of		
Witness	Donna E. Black, Grantor	
Onul 1/2/96 Witness	Richard G. Black ,Grantee ,Grantee	
IN WITNESS WHEREOF, the said Mortgagee has caused its name to be hereunto set by its proper officers, and its corporate seal affixed, duly attested, this 1000 day of 1000 day. A.D. 1996.		
Mortgagre By	HAL HOME MORTGAGE COMPANY, INC.	
Sabrenia L. Masser, Assistant Secretary		
	7	
STATE OF TUINO'S :	TS	
COUNTY OF Cook :	Ox	
A.D. 1996, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Downer, Buck, party to this Indenture, known to me personally to be such and they did acknowledge this Indenture to be their Deed.		
GIVEN under my Hand and Sea aforesaid.	Longi L Her lley Notary Public	
	V	

OFFICIAL SEAL DENNIS L. HALLEY NOTARY PUBLIC, STATE OF REINCIS MY COMMISSION EXPIRES 642-97

STATE OF ILLINOIS :	) 	
COUNTY OF COOK :	66. :	
Public for the State	re, known to me pe	me, the Subscriber, a Notary said, Aleman C. Butch. ersonally to be such and they their Deed.
GIVEN under my aforepaid.	Hand and Seal o	Notary Public
STATE OF MARYLAND	ss.	A second of the
COUNTY OF FREDERICK		decentration of the contrations and
A.D. 1990, personal Public for the State Vice President of THE a corporation organis State of MARYLAND, pato be such, and acknowledging and delayed in corporation, and that acknowledging and delayed in the seal affixed in corporation, and that acknowledging and delayed in the seal affixed in the seal affixed in corporation, and that acknowledging and delayed in the seal affixed in th	zed and doing bus arty to this Indeposed this Indeposed this Indeposed this Indeposed the common are this/her act of a livering said Indeposed the common are the common are this/her act of a livering said Indeposed the common are this/her act of a livering said Indeposed the common are this/her act of a livering said Indeposed the common are this/her act of a livering said Indeposed the common are this livering said Indeposed the common are this livering said Indeposed the common are the common a	me the Subscriber, a Notary said, CYLONGE COMPANY, INC., siness under the laws of the ture, known to me personally enture to be his/her act and poration; that the signature own proper handwriting; that nd corporate seal of said signing mealing, executing,
<b>GIVEN</b> under my aforesaid.	Hand and Seal of Notary Public	Of Office the day and year
MY COMMISSIO	N EADDKOG 507. 7, <b>199</b>	97 Mary CK COUNTY

#### Exhibit A

That part of Lot 10 in Prescott Square, being a subdivision of the North 1/2 of that part of the Southwest 1/4 of the Northeast 1/4 of Section 30, lying East of the West 15 acres of the South 1/2 of said Northeast 1/4 of Section 30, Township 39 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded November 1, 1989 as Document No. 89519321 described as Commencing at the Southwest cordner of said Lot 10; Thence North O degrees 29 Minutes 29 Seconds East along the West Line of said Lot 10 a distance of 160.77 feet for a place of beginning: thence continuing North O degrees 29 minutes 29 seconds East along the West Line of said Lot 10 a distance of 102.54 Feet to the Northwest corner of said Lot 10; Thence North 89 degrees 35 Minutes 50 Seconds East along the North Line of said Lot 10 a distance of 9.21 feet to a point of Curvature on the North Line of said Lot 10; Thence Southeasterly along the Arc of a Curve, being the Northerly line of said Lot 10, being concave to the Southwest, having a Radius of 112 (19) feet, having a chord bearing of South 48 Degrees 43 Minutes 12 Seconds East for a distance of 163.23 feet; Degrees of Jinning, all in Co.

15 - 30 - 223 - 028 - 0000 thence South 88 Degrees 02 Minutes 47 Seconds West 122.29 feet to the place of beginning, all in Cook County, Illinois.