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96746642

**ASSUMPTION OF INDEBTEDNESS
and Transfer of Tax and Insurance
Account WITHOUT Release of Obligor**

DEPT-01 RECORDING \$27.00
780012 TRAN 2173 10/01/96 11:53:00
96364 0 DEPT-01-26-74-6642
COOK COUNTY RECORDER \$24.00
DEPT-10 PENALTY

CITIBANK
Main Office
One South Dearborn
Chicago, Illinois 60603
Telephone: 1 312 977-8000

WHEREAS DEVON BANK, AS TRUSTEE UNDER TRUST NO. 5630-0 TRUST DATED 12/22/89 is justly indebted to Citibank, Federal Savings Bank ("Citibank") originally in the sum of \$ 356,000.00

Assignment of Rents dated FEBRUARY 15, 1990 and the latter recorded in document numbers 90084661 & 90084662 in the recorder of deeds.

office of Cook County, Illinois, and known as its Loan No. 010032220

and hereby referred to as part of this agreement; in

WHEREAS, said indebtedness, as of this date, is \$ 19,961.45, in the name of ALBANY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 11-5192 TRUST DATED 03/25/96.

THAT THE UNDERSIGNED, ALBANY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 11-5192 TRUST DATED 03/25/96,

DEVON BANK, AS TRUSTEE UNDER TRUST NO. 5630-0 TRUST DATED 12/22/89

has sold and conveyed said property to the undersigned ALBANY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 11-5192 TRUST DATED 03/25/96.

Therefore, the undersigned former owner hereby transfers said tax and insurance account to the undersigned new owner for value received, and authorizes any officer or employee of Citibank to transfer the same upon its books.

The undersigned new owner hereby accepts said transfer and agrees to assume and pay the unpaid balance of said indebtedness with interest for the month of MARCH, 1996, at the rate of 9.75% per annum.

XXXXXXXXXXXXXXXXXXXXX~~XXXXXXXXXXXXXX~~ payable \$3,172.45 per month beginning APRIL 1, 1996.

to be applied first, to interest, and the balance to principal until said indebtedness is paid in full, and hereby releases and waives all homestead rights.

In consideration of the foregoing, the undersigned new owner agrees to assume, carry out, and be bound by each and every provision of said mortgage/ and the note secured thereby except as they may be modified herein.

Assignment of Rents

It is agreed that said former owner and any other obligor upon said indebtedness are not released.

In this agreement, the singular includes the plural and the masculine includes the feminine and neuter.

The amount of the above recited indebtedness is subject to the collection by Citibank in good funds of all mortgage payments delivered by the former owner to Citibank relative to this loan. The new owner agrees to pay Citibank in good funds an amount equal to the sum of mortgage payments delivered to Citibank by the former owner which Citibank has been/or is unable to collect in good funds.

Signed and Delivered this day of 19.

* BALANCE TO BE ASSUMED AFTER APPLICATION OF PAYMENTS TO BEING LOAN CURRENT

Approved, and Said Former Owner Not Released
Citibank, Federal Savings Bank

By Carroll M. Davis, V.P.
REAL ESTATE GROUP
CITIBANK, ILLINOIS

IMPORTANT: A remittance to cover the shortage shown below must be returned with this agreement. SEE EXONERATION CLAUSE ON REVERSE SIDE THEREOF.

The figures shown on this document must be requoted after MARCH 29, 1996.

Foreclosure costs

Principal and interest payments due for the months of 10/01/95 through 03/01/96

Tax and insurance escrow shortage:
Default Interest

Service Fee:
Document Preparation Fee and Assumption Fee

Total funds to be paid:

Future payments to tax and insurance account will be \$ 1,723.44 per month.
Citibank, Federal Savings Bank

\$ 4,718.60
\$ 19,034.70
\$ 10,815.45
\$ 3,207.72
\$ 3,173.00
\$ 350.00
\$ 41,299.47

BOX 333 ST

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This instrument is executed by ALBANY BANK & TRUST COMPANY N.A., not personally but solely as Trustee, as hereinafter. All the covenants, including but not limited to all environmental representations and warranties to be performed hereunder by ALBANY BANK & TRUST COMPANY N.A. are undertaken by it solely as Trustee, as hereinafter and not individually, and no personal liability shall be asserted or be enforceable against ALBANY BANK & TRUST COMPANY N.A. by reason of any of the covenants, statements, representations or warranties contained in this instrument.

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ASSUMPTION OF INDEBTEDNESS
and Transfer of Tax and Insurance
Account WITHOUT Release of Owner

CITIBANK[®]

One Citibank Center
Chicago, Illinois 60611
Telephone 312 733-2000

WHEREAS, DEVON BANK, AS TRUSTEE, TRUST NO. 5620-0 TRUST DATED 12/22/89, is held by
Bankers Trust Company, Federal Savings and ("CITIBANK") originally in the sum of \$ 336,000.00,
as evidenced by a note and mortgage/deed dated July 19, 1990, and the loan recorded on document number
2004661-A 9008662, in the County of DeKalb.

Office of Geoffrey C. Clegg, County, Illinois, and known as its Loan No. 010017230,
and hereby referred to as loan of this agreement; and

WHEREAS, now Indebtedness as of this date, is \$ 217,310.22.

WHEREAS, the undersigned DEVON BANK, AS TRUSTEE, TRUST NO. 5620-0 TRUST DATED 12/22/89,
has sold and transferred all property to the undersigned ALBANY BANK AND TRUST COMPANY, ALBANY, NEW YORK,
TRUST NO. 11-3192 TRUST DATED 03/15/91,

THUSFORA, the undersigned former owner hereby transfers said tax and insurance account to the undersigned new owner for value received,
and moreover any officer or employee of CITIBANK to act under the name above its bank.

The undersigned new owner hereby agrees said transfer and agrees to receive and pay the unpaid balance of said Indebtedness with
interest for the month of MARCH, at the rate of 14.25%, per annum,

WHEREAS, the undersigned new owner hereby agrees to pay 14.25%, per annum,

14.25, to be applied first, to interest, and the balance to principal until said Indebtedness is paid in full, and hereby releases and waives all
liens and rights.

In consideration of the foregoing, the undersigned new owner agrees to assume, carry out, and be bound by each and every provision of this
mortgage and the other agreements thereby except as they may be modified herein.

Assignment of Rent

It is agreed that said former owner and any other obligor upon said Indebtedness are not released.

In this agreement, the singular includes the plural and the masculine includes the feminine and vice versa.

The amount of the above-referred Indebtedness is subject to the collection by CITIBANK in good faith of all mortgage payments delivered by the former
owner to CITIBANK relative to this loan. The new owner agrees to pay CITIBANK in good faith on amounts equal to the sum of mortgage payments
delivered to CITIBANK by the former owner which CITIBANK has brought in collect in good faith.

Signed and Delivered this 12/22 day of April, 1991.

* BALANCE TO BE ABONOED AFTER APPLICATION OF
PAYMENTS TO EXISTING LOAN CURRENT

Approved, and Held Partner Owner Pat Baldwin
CITIBANK, Federal Savings Bank

By _____

Patricia M. Baldwin, ALBANY BANK AND TRUST COMPANY

IN

IMPORTANT: A notation to cover the mortgage statement below must be recorded with this agreement.

The figures shown on this document must be repeated when MARCH 31, 1991.

Forclosure rents

Interest principal and interest payments due for the months of 10/01/91 through 03/01/92

Tax and insurance escrow:
The full 12 months

\$ 4,210.60

\$ 10,813.43

\$ 2,175.00

\$ 330.00

\$ 41,289.07

Your payment to the escrow account will be \$ 1,723.46 per month.

CITIBANK, Federal Savings Bank

"OFFICIAL SEAL"

GEORGE RIBEIRO

BY PUBLIC, STATE OF ILLINOIS
My Commission Expires 06/08/98

* SUBSCRIBED AND SWEORN TO, BEFORE ME THIS 12TH
DAY, OF APRIL, 1996.

George Ribeiro
NOTARY PUBLIC AS TO SOLELY TO DEVON BANK

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Property of Cook County Clerk's Office

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This instrument is executed by Devon Bank, not individually but solely as Trustee as aforesaid. All the covenants and conditions to be performed hereunder by Devon Bank are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against Devon Bank by reason of any of the covenants, statements, representation, indemnification or warrants expressed or implied herein contained in this instrument.

It is expressly understood and agreed by every person, firm or corporation claiming any interest under this document that Devon Bank, shall have no liability, contingent or otherwise, arising out of, or in any way related to; (i) the presence, disposal, release of any hazardous materials on, over, under, from, or affecting the property of the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any law suit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

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STREET ADDRESS: 6147-49 N HOYNE & 2046-54 W HOOD
CITY: CHICAGO COUNTY: COOK
TAX NUMBER: 14-06-120-002-0000

LEGAL DESCRIPTION:

LOTS 27 AND 28 IN IRVING H. FLAMM AND OTHERS ADDITION TO NORTH EDGEWATER, A SUBDIVISION OF THAT PART OF THE SOUTH 60 RODS OF THE EAST 65 2/3 RODS OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER OF NORWOOD STREET (EXCEPT THE WEST 5 ACRES THEREOF AND EXCEPT THE EAST 4 ACRES THEREOF AND EXCEPT THAT PART OF SAID TRACT HERETOFORE DEDICATED FOR PUBLIC STREETS) IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

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