

**UNOFFICIAL COPY**

96839292



First Nationwide Mortgage Corp  
PO Box 9481, Department 0054  
Gaithersburg, Maryland 20898-9481

683-286 0210  
TO BE RECORDED

DEPT-01 RECORDING \$25.50  
T#0003 TRAN 9019 11/04/96 10:54:00  
#7792 K.B. \*-76-839292  
COOK COUNTY RECORDER

**ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY**

THIS AGREEMENT, made this 3rd day of October, 1996, by and among  
JAMES T. MEEHAN and BARBARA L. MEEHAN ("Sellers"),  
HECTOR GONZALEZ and MARTHA A. GONZALEZ ("Purchasers").

WITNESSETH DOC 94195944 LOT 37 BLK B AUTHUR T MCINTOSH'S 63RD ST ADDITION SUB OF THE W  
1/2 OF SW 1/4 OF SEC 15 TOWNSHIP 38 N RANGE 13 E OF THE  
3RD PRINCIPAL MERIDIAN IN COOK COUNTY IL

WHEREAS, Purchaser(s) has purchased from the Seller(s) real property located at 6011 S. TRIPP AVENUE  
CHICAGO IL 60629 as set forth in the security instrument ("Security Instrument") dated  
February 18, 1994, which was recorded among the Land Records of Cook County, State of IL; and

WHEREAS, on February 18, 1994, a note ("Note") covered by the security instrument was  
executed by the "Sellers" in the original amount of \$ 68,167.00, payable in monthly installments of principal and  
interest in the amount of \$ 646.94 each, commencing on the first day of April,  
1994 and continuing monthly thereafter until the first day of March, 2024, when the  
principal and interest are fully paid. The outstanding balance of the Note as of the date hereof is \$ 66,563.39; and

WHEREAS, Purchaser desires to assume and to agree to pay the indebtedness and to perform all of the terms and  
conditions of the said note and security instrument.

NOW, THEREFORE, in consideration of one and more dollars (\$1.00+) and other good and valuable consideration, the  
receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. Purchaser assumes and agrees to pay the indebtedness evidenced by the said Note according to the terms of the Note and agrees to keep and to perform all of the covenants and conditions of the security instrument according to the provisions thereof and agrees to be bound thereby with the same force and effect as though the Purchaser had been the original maker of the Note and security instrument.
2. Seller and Purchaser severally represents, warrants, and agree they have no offsets or defenses of any kind against enforcement of the said Note and security instrument which shall remain and continue in full force and effect hereby approved, ratified, and confirmed.
3. Lender understands and agrees that by the execution of this Agreement the Seller is no longer personally liable to pay the indebtedness evidenced by the said Note and is released from liability.
4. The liability of those signing this Agreement as Purchaser shall be joint and several.
5. The word "Note" as used in this Agreement shall be construed to mean the note, bond, or any other written instrument which evidences the indebtedness referred to herein. The words "Security Instrument" as used in the Agreement shall be construed to mean the mortgage, deed of trust, or other written instrument which secured the indebtedness referred to herein.
6. Whenever appropriate, the singular number shall include the plural and the plural the singular.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement the day and year first above written.

Seller: James T. Meehan Purchaser: Hector Gonzalez  
Barbara L. Meehan Purchaser: Martha A. Gonzalez

First Nationwide Mortgage Corporation,

By: Susan L. Newberry Susan L. Newberry, Assistant Vice President

STATE OF }  
COUNTY OF } SS:

96839292

On this 3rd day of October, 1996, before me, the undersigned officer, personally  
appeared HECTOR GONZALEZ and MARTHA A. GONZALEZ (Borrowers)  
and JAMES T. MEEHAN and BARBARA L. MEEHAN (Sellers),  
known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to within the instrument and  
acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL) OFFICIAL SEAL  
Victoria McCabe  
Notary Public, State of Illinois  
Commission Expires 10/28/96

Victoria McCabe  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_

Handwritten notes: mm 2/25/96, 2/22/96, 4/7/96

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STATE OF Maryland }  
COUNTY OF Franklin } SS:

On this 4<sup>th</sup> day of Oct, 1996, before me, the undersigned officer, personally appeared Susan L. Newberry known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Marilyn J. Gaud  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-1-00

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