

008 201

Deed # 96-210
TO # 96-210
#19243092

UNOFFICIAL COPY

Prepared by & Mail To:
Midfirst Bank
3232 W. Reno
Oklahoma City, OK 73107

ASSUMPTION AGREEMENT **96952702**
(with Release)

This Agreement is made and entered into this 23rd day of Sept., 1996 by and between JEROME M. MCKINNEY AND SAMELLA S. MCKINNEY (hereinafter referred to as the "Purchaser", and MIDFIRST BANK (hereinafter referred to as the "Lender").

. DEPT-01 RECORDING \$23.00
. T#0012 TRAN 3401 12/17/96 14:59:00
. #9235 # CG *-96-952702
. COOK COUNTY RECORDER
. DEPT-10 PENALTY \$20.00

WITNESSETH:

WHEREAS, Lender is the holder of valid and subsisting promissory note secured by mortgage, deed of trust or security deed (such note and security instrument being hereinafter collectively referred to as the "Mortgage") filed for record with the office of the Cook County Recorder on the 11th day of April, 1991 recorded in Cook County as doc#LR3956019 and covering the following described real property and all improvements thereon, located in Chicago State of Illinois, to-wit:

and

WHEREAS, Purchaser has contracted for or will purchase the real property encumbered by the Mortgage above-described subject to the assumption of such Mortgage by the Purchaser and the consent of Lender to such transfer of ownership as required under the terms of the Mortgage; and

WHEREAS, subject to the terms and provisions of this Agreement, Lender is willing to consent to such transfer.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties do hereby covenant and agree as follows:

1. Purchaser hereby assumes and agrees to pay the indebtedness and obligations under the Mortgage and further agrees to abide and fulfill the terms, conditions and promises contained in the Mortgage as fully and completely as if Purchase was a signatory to the Mortgage at the time of its execution and delivery.

2. Lender consents to the transfer of the real property encumbered by the Mortgage to Purchaser that by such consent Lender does not waive any right to strict enforcement of the terms and conditions of the Mortgage, including without limitation, those provisions prohibiting sale, conveyance or transfer of the property encumbered by the Mortgage and nothing herein contained shall be deemed an consent or approval by the Lender to any subsequent conveyance, transfer of sale of the property encumbered by the Mortgage whether by Purchaser or others.

3. Lender agrees that MIDFIRST BANK, to the extent obligated, is hereby released from any further liability under the Mortgage effective upon the consummation of the sale to Purchaser of the real property encumbered by the Mortgage and the execution and delivery of this Agreement as herein provided, but under no other conditions.

4. This Agreement shall not be effective until executed by all parties hereto with a fully executed original or counterpart received by the Lender.

5. This Agreement shall be binding upon the parties hereto, their respective successors, representatives, nominees and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinabove written.

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Property of Cook County Clerk's Office

Jerome M. McKinney
JEROME M. MCKINNEY
Samella S. McKinney
SAMELLA S. MCKINNEY

MIDFIRST BANK

"SELLER"

WITNESSES:

James McKinney III
JAMES MCKINNEY
Leslie C. McKinney
LESLIE C. MCKINNEY

BY Natalie D. Jones
NATALIE D. JONES VICE PRESIDENT

ATTEST: Jo Anne Fair
JO ANNE FAIR, ASSY. SECRETARY

(Seal)

ACKNOWLEDGMENT

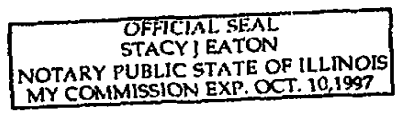
STATE OF Illinois
COUNTY OF Cook

On 9/23/96, before me, the undersigned, a notary public in and for said county and state, personally appeared Jerome M. McKinney and Samella S. McKinney personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that said person(s) executed the same.

WITNESS my hand and official seal.

Stacy J. Eaton
Notary Public

My Commission Expires: _____



ACKNOWLEDGEMENT

STATE OF Illinois
COUNTY OF Cook

On 9/23/96, before me, the undersigned, a notary public in and for said county and state, personally appeared James McKinney and Leslie C. McKinney personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that said person(s) executed the same.

WITNESS my hand and official seal.

Stacy J. Eaton
Notary Public

My Commission Expires: _____



CORPORATION ACKNOWLEDGMENT - THIRD PARTY

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 20TH day of SEPTEMBER, 19 96, personally appeared NATALIE D. JONES, Vice President of MIDFIRST BANK, and acknowledged to me that SHE executed the same as HER free and voluntary act and deed and as the free and voluntary act and deed of the _____ for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Violet Bledsoe
Notary Public VIOLET BLEDSOE

My Commission Expires: MAY 26, 1999

96952702

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