* OF COMMENT

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COOK COUNTY
RECORDER
JESSE WHITE
MARKHAM OFFICE

03/11/96 0030 MC# 16:51 RECODIN % 31.00 POSTAGES % 0.50 96195387 #

03/11/96 0030 MC# 16:51

17106 - 40447

ASSUMPTION AGREEMENT . (With Release)

WHEREAS, SOBBIE NOONAN'S PRESCHOOL, INC., an Illinois corporation, is justly indebted to FIRST UNITED BANK, an Illinois banking corporation (hereinafter referred to as "Bank") originally in the sum of THREE HUNDRED FOURTEEN THOUSAND AND 00/100 DOLLARS (\$314,000.00) as evidenced by a Note and Mortgage dated December 23, 1991 and the later recorded in the office of the Recorder of Deeds of Cook County. Illinois as Document #92026053 and subsequently modified by Extension and Modification Agreement dated December 1, 1993 and recorded in the office of the Recorder of Deed of Cook County, Illinois as Document #94131056, both of which are hereby referred to as part of this agreement; and

WHEREAS, said indebtedness, as of this date has a principal balance due and owing in the amount of ONE HUNDRED NINETY ONE THOUSAND NINE HUNDRED THIRTY FIVE AND 95/100 DOLLARS (\$191,935.98) plus accrued interest and the undersigned BOBBIE NOONAN'S PRESCHOOL, INC. has conveyed said property to the undersigned, JOSEPH G. NOONAN, married to Roberta L. Noonan; and

WHEREAS, said property is legally described as follows:

Parcel 1:

Lots 12 and 13 in Brementowne South being a Subdivision of part of the Northwest Quarter of the Northwest Quarter of Section 25, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

That part of Outlot "A" in Cherry Creek South Phase No. 3, a Subdivision of part of the North East Quarter of Section 26, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Beginning at the South West Corner of said Outlot "A"; thence North 0 degrees 09 minutes 49 seconds West along the Westerly line of said Outlot "A" 30 feet to a point of curvature; thence Northerly along said Westerly line, being a curve to the left with a radius of

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302.41 feet, a distance of 139.51 feet; thence North 63 degrees 43 minutes 52 seconds East along said Westerly line 25.49 feet to a point in said Westerly line; thence North 29 degrees 55 minutes 10 seconds East along said Westerly line, 210 feet, to the most Northerly corner of said Outlot "A"; thence South 60 degrees 04 minutes 50 seconds East along the Northerly line of said Outlot "A", 220 feet to an angle point in said Northerly line; thence South 53 degrees 54 minutes 08 seconds West 243.61 feet to a point 90 feet East and 105 feet North (as measured along the South line) of the South West corner of said Outlot "A"; thence South 0 degrees 09 minutes 49 seconds East, 105 feet to the South line of said Outlot "A"; thence North 89 degrees 50 minutes 11 seconds West along said South line 90 feet to the point of beginning.

Permanent Index Numbers: 27-25-103-012-0000, 27-25-103-013-0000 and 27-26-207-013-0000

Property Addresses: 2901 West 167th Street (Parcel 1) and 17051 Grissom Drive (Parcel 2), both in Tinley Park, IL

THEREFORE, the undersigned new owner hereby accepts said transfer and agrees to assume and pay the unpaid balance of said indebtedness, with interest from the 1st day of November, 1995, at the rate of SEVEN AND ONE-QUARTER PERCENT per annum (7.25%), payable THREE THOUSAND SIX HUNDRED EIGHTY SIX AND 39/100 DOLLARS (\$3,686.39) per month, 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.

The Bank heraby releases and discharges said original Borrower, BOBBIE NOONAN'S PRESCHOOL, INC., an Illinois corporation, upon its obligation upon said indebtedness.

Executed this 1st day of November, 1995 by the undersigned.

Joseph G. Noonan

FIRST UNITED BANK

BOBBIE NOONAN'S PRESCHOOL, INC.

: history

Train President

ATTEST:

TEST: A Marka:

Its: Secretar

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and <u>Fr. Vice President</u>, respectively of FIRST UNITED BANK, an Illinois banking corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this $\frac{9 \text{th}}{199}$ day of

STATE OF ILLINOIS)

COUNTY OF WALL)

STATE OF ILLINOIS |

My Connecticutary Public |

NOTATY Public |

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I, the undersigned, Notary Public in and for the County and State aforesaid, do nereby certify that Joseph G. Noonan, President and Roberta L. Noonan, Secretary, respectively of Bobbie Noonan's Preschool, Inc., an Illinois banking corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notectal seal this \underline{G}^{μ} day of Feb., 1998.

Notary Public

THIS INSTRUMENT WAS PREPARED BY AND MAIL TO:

STEVEN D. RAKICH (KC-1191-509) 21141 GOVERNORS HIGHWAY SUITE 200 MATTESON, IL 60443 "JPF4CIAL SEAL"
Jay VoGinn
Notary Practic, Street Militaris
My Commission (xpirs) 1/24/99

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CONSENT TO LOAN MODIFICATION

The undersigned endorser or endorsers, guarantor or guarantors, or other secondary obligor or obligors, including an original unreleased borrower or borrowers, hereby consent to the foregoing loan modification.

Roberta L. Noonan
Roberta L. Noonan
STATE OF ILLINOIS) COUNTY OF Will)
I, the indersigned, Notary Public in and for the County and State aforesaid, do hereby certify that Joseph G. Noonan, married to Roberta L. Moonan, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.
Given under my hand and notarial seal this god day of
STATE OF ILLINOIS)
county of Will } ss
I, the undersigned, Notary Public in and for the County and State aforesaid, do hereby certify that Roberta I. Noonan, married to Joseph G. Noonan, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.
Given under my hand and notarial seal this grand day of
Votable Publicantes
STATE OF ILLINOIS) Notery Public, State of Minols Notery Public, State of Minols My Commission Expires 1/24/99 COUNTY OF Cook)
I, the undersigned, Notary Public in and for the County and State aforesaid, do hereby certify that Robert J. Kennedy and W. Anthony Kopp whose names are as Vice President
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