

# UNOFFICIAL COPY

97472435

This instrument prepared by:  
Felicia C. Grganto  
Liberty Federal Bank  
11 Grant Square  
Hinsdale, IL 60521

Loan No. 001-1147687

DEPT-01 RECORDING \$27.50  
T#0011 TRAN 8101 07/01/97 09:23:00  
#4787 + KP \*-97-472435  
COOK COUNTY RECORDER



## ADJUSTABLE RATE MORTGAGE ASSUMPTION AGREEMENT AND TRANSFER OF TAX ACCOUNT WITH RELEASE OF OBLIGOR

WHEREAS, Robert D Yusczak, a never married person and Charles P Foulkes, a never married person, are justly indebted to Liberty Federal Bank, formerly known as Hinsdale Federal Bank for Saviangs, ( Bank) originally in the sum of \$120,000.00, as evidenced by an Adjustable Rate Note and Mortgage dated May 27, 1994 and the latter recorded in the recorder's office of Cook County, Illinois, as document no. 94498345, and known as its Loan No.001-1147687 and hereby referred to as part of this agreement, and

WHEREAS, the premises mentioned in said mortgage are legally described as follows:

LOT 40 AND THE SOUTH 1/2 OF LOT 41 IN BLOCK 1 IN A.H. HILL AND COMPANY'S NORTHWESTERN ELEVATED ROAD ADDITION, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 13-14-216-006 RE: TITLE SERVICES # 4940000 202

Commonly known as: 4539 N Bernard, Chicago, IL 60625

WHEREAS, said indebtedness, as of this date, is \$114, 851.72, which is further secured by a tax account which is upon this date \$645.01, and the undersigned former owners named above have conveyed said property to the undersigned new owner, Charles P Foulkes, a never married person.

Therefore, the undersigned former owners hereby transfer their said tax account to the undersigned new owner for value received, and authorize any officer or employee of said Bank to transfer the same upon its books.

The undersigned new owners hereby accept said transfer and agree to assume and pay the unpaid balance of said indebtedness, which provides for an adjustable rate which may change from time to time on the "Change Date" as per Paragraph 4 of the Adjustable Rate Note.

If on July 1, 2024 July 1, 2024, there is still an amount owed under the aforesaid Adjustable Rate Note, the undersigned new owners agree to pay those amounts in full on that date, which is called the "maturity date."

The undersigned new owners expressly state that it is understood that the note representing the indebtedness is an Adjustable Rate Note, which the new owners have examined and understand, and

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Liberty Federal Bank  
By: Donald A Berg Sr Vice President  
Attest: Debra V Madalon Asst Vice President

APPROVED AND SAID FORMER OWNERS RELEASED FROM OBLIGATION.

Property of Cook County Clerk's Office

FORMER OWNERS:  
Robert D Yuszczak (Former Owner)  
Charles P Foulkes (Former Owner)

NEW OWNERS:  
Charles P Foulkes (New owner)

Signed, sealed and delivered this 5th day of June, 1997.

In this instrument, the singular includes the plural and the masculine includes the feminine and neuter.  
This agreement shall be binding upon the heirs, assignees, and successors of the respective parties.

Neither this agreement nor anything done pursuant thereto shall impair or discharge the lien of said mortgage or the indebtedness secured thereby and, in the event this agreement shall be so construed or in the event any person not a party here to owns or claims any right, title or interest against or in said mortgaged property at the date of the delivery hereof by said Bank or in the event said property has not been effectively and legally conveyed by former owners to new owners as of said date, the aforesaid release shall be null and void and of no force or effect.  
It is agreed that said former owners, Robert D Yuszczak, a never married person and Charles P Foulkes, a never married person are hereby released from their obligation upon said indebtedness in consideration of the assumption of and agreement to pay the same by said new owner, Charles P Foulkes, a never married person.

In consideration of the foregoing, the undersigned new owners agree to assume, carry out, and be bound by each and every provision of said mortgage and the note secured thereby (including the adjustable rate provisions) except as they may be modified herein.  
hereby release and waive any and all rights of redemption from sale under any order or decree of foreclosure of the aforesaid mortgage on behalf of said mortgagor and each and every person (except decree of judgment creditors of said mortgagor) acquiring any interest in or title to any of the aforesaid described premises, subsequent to the date of the aforesaid mortgage.

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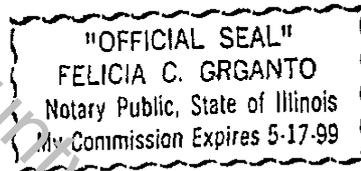
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State of Illinois )  
 )SS  
County of Du Page )

I, FELICIA C. GRGANTO, a Notary Public in and for the county in the State aforesaid, do hereby certify that Donald A Berg, personally known to me to be the Sr Vice President of Liberty Federal Bank and Debra V Madalon, personally known to me to be the Assistant Vice President of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Sr Vice President and Assistant Vice President, they signed and delivered the said instrument as Sr Vice President and Assistant Vice President of said corporation, and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13<sup>th</sup> day of June, 1997.

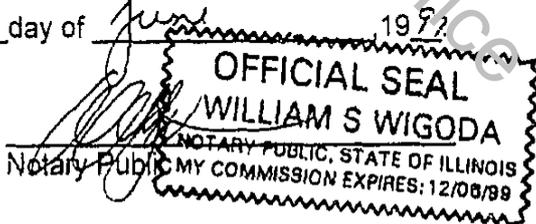
Felicia C. Grganto  
Notary Public



State of Illinois )  
 )SS  
County of )

I, \_\_\_\_\_ a Notary Public in and for the county and the State aforesaid, do hereby certify that Robert D Yuszczak, a never married person, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13 day of June, 1997.

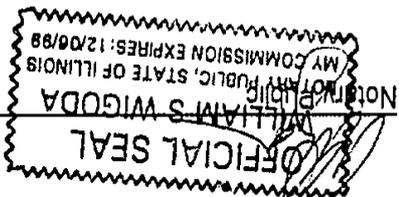


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*Wigoda*

Property of Cook County Clerk's Office



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Given under my hand and notarial seal this

act for the uses and purposes therein set forth.

person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act and deed. I, a Notary Public in and for the County and State aforesaid, do hereby certify that Charles P. Foulkes, a never married person, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

William S. Wigoda

State of Illinois  
County of

)  
) SS  
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