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ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY

Loan Number 1337920

This Assumption Agreement (The "Agreement") is made this 1971 day of November 1996, by and between MANARO and EFREN NAVARRO (the "Buyers") and Norwest Mortgage, Inc. (the "Lender").

RECITALS

The Lender is the holder of a promissory note (the "Note"), executed by JOSE L. BOTELLO and LETICIA BOTELLO (the "Sellers") and dated the 21ST day of SEPTEMBER, 1993, in the original principal amount of SEVENTY-SIX THOUSAND SEVENTY-SIVEN AND 00/100ths Dollars (\$76,077.00), bearing interest on the unpaid balance thereof from time to time at the rate of EIGHT (8.00) percent per annum from the date thereof until fully paid, which principal and interest is payable in monthly installments of FIVE HUNDRED FIFTY-EIGHT AND 23/100ths Dollars (\$5.8.22), commencing on the first day of NOVEMBER, 1993, and thereafter on the first day of each succeeding month until OCTOBER 1, 2023, when the entire unpaid balance of principal and interest shall be due and payable.

The Note is secured by a first mortgage (the "Mortgage" executed by the Sellers and dated the 21ST day of SEPTEMBER, 1993, on certain real property located in COOK County, ILLINOIS, legally described as follows:

> LEGAL DIXRIPIION ATTACHED AS EXHIBIT #1

DEFT-01 RECURDING \$7777 TRAN 2427 05/16/97 11:38:00 \$8510 \$ DC #-97-34831 *-97-348311 COOK COUNTY RECORDER

"THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCU ARE COPIES AND ARE NOT OTIGINAL SIGNATURES

which Mortgage was duly recorded/filed on 10-5, 1993, in the office of the RECORDER of OFEDS in and for COOK County, ILLINOIS as Document Number

Contemporaneously with the execution of the Agreement the Sellers have conveyed to the Buyers all right, title and interest in the above described property.

The Mortgage provides that it may be assumed by subsequent purchasers of said real estate only with the approval of the Lender.

As part of the purchase price of the above described property the Buyers have agreed to assume and pay the indebtedness evidenced by the Note and to be bound by the obligations of the Mortgage, as amended by this Agreement.

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A Section 1

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LOT 42 (EXCEPT LIE MORTH 4 REST 10 INCHES) AND LOT (1) (EXCEPT LIE SOUTH
14 REST 6 INCHES INSPERTS IN REST 10 INCHES) AND LOT (1) (EXCEPT LIE SOUTH
15 COOK COURT, LILINOIS

1.N. 13-14-202-032 DOOR OX

MAIL

LUCIEND LEVACCARE 953 W. 34IH Place Cheop 2 60608-6717

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Upon such assumption the lender is willing to release the Sellers from all personal liability arising under the Note and Mortgage.

In consideration of their mutual promises the Buyers and the Leader hereby agree as follows:

In witness whereof, Buyers have executed this Agreement.

Signature & De Lle 110 (1/11.

- 1. The Buyers hereby assure and promise to pay all of the indebtedness evidenced by the Note as modified, and agree to be bound by and to perform all of the covenants of the Mortgage at the time and in the manner provided therein. The Buyers further agree that the above described property shall be held as security for any and all indebtedness of the Buyers evidenced by the Note otherwise secured by the Mortgage.
- 2. The Lender hereby approves the assumption provided for in the preceding paragraphs and releases the Sellers from all personal liability which may hereafter arise under the Note and Mongage.
- 3. This agreement shall not waive Lender's rights with respect to giving its approval of any subsequent resumptions of the obligation evidenced by the Note and secured by the Mortgage / Deed of Trust.
- 4. Save as provided in the Agreement, the terms and provisions of said Note and Mortgage / Deed of Trust remain unchanged

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	MARTIN NAVARRO
	(1), " (1) (1) (1) (1) (1) (1) (1) (1) (1)
	EFRECHAVARRO
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STATE OF SUCCESSED	O _{/Sc}
COUNTY OF COOK) 5.5.
On 11-17-96 appeared	before me, MATTIN + ECCIV 114 PROPERSONALLY
personally known to me (or prove name(s) is/are subscribed to the w same in his/her/their authorized en	I to me on the basis of satisfactory evidence) to be the person(s) whose ithin instrument and acknowledged to me that he/she/they executed the bacity(ies), and that by his/her/their signature(s) on the instrument the which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.	
<u>_</u>	

PAGE 2 OF 3

(This area for official notarial seal)

"OFFICIAL SEAL"
DARLENE CHAN
Notary Public, State of Illinois

My Commission Expires 7/30/2000 F

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Norwest Mortgage, Inc.
Miller
Cheryt 1. Rolser
Assistant Vice President
111/11/11/11/11/2
Lynn Larson
Assistant Secretary

STATE OF

COUNTY OF

On this day of Jee, Elli, before me, a Notary Public in and for said County and State, personally appeare! Cheryl J. Reiser and Lynn Larson to me personally known, who being by me duly sworn did say that they are the Assistant Vice President and Assistant Secretary respectively of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the instrument was signed and sealed in behalf of said corporation, by authority of its Board of directors, and the said Cheryl J. Reiser and Lynn Larson acknowledged said instrument to be the free act and deed of said corporation.

)

Notary Public Commission Expires

This instrument was drafted by:

Tyler N. Smith Norwest Mortgage, Inc. 405 S.W. 5th Street Des Moines, Iowa 50328

NMI Lour Number 1337920

Office

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ATTENTION BUYERS AND SELLERS

Your Assumption has been fully processed by Norwest Mortgage, Inc.

Please find enclosed an executed copy of the Assumption Agreement with

Release of Liability that was signed at closing. This document must be
retained for your records.

Effective February 1, 1996, Norwest Mortgage, Inc. will no longer record this document.

If you should have any further questions regarding this documentation, please feel free to contact Norwest Mortgage, Inc. Assumption Department at (800) 535-2577.

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