

## MORTGAGE ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY

LOAN NO. 16737629  
FNMA Loan No. 1662908933

98-03346

LOAN TYPE: CONVENTIONAL

52

1. DATE: the date of this Agreement is APRIL 3, 1998.

2. DEFINITIONS: Some of the words used in this Agreement are defined as follows:

- a) "Agreement" means this Assumption Agreement.
- b) "Transferor" means Laura S. Faustlin.
- c) "Transferee" means Anthony J. Faustlin.
- d) "GE Capital" means GE Capital Mortgage Services, Inc. or a prior lender who assigned its rights to GE Capital.
- e) "Loan" means a mortgage loan in the original amount of \$123,500.00 made by North American Mortgage Company to Transferor and Transferee on March 31, 1995 which has since been assigned to GE Capital. The loan has a remaining principal balance of \$ 121,652.61. The GE Capital loan Number for this loan is # 16737629.
- f) "Mortgage" means the Mortgage, Deed of Trust or Security Deed given to North American Mortgage Company by Transferor and Transferee, which has since been assigned to GE Capital, dated March 31, 1995 and recorded in the Recorder of Cook County, Illinois, on April 4, 1995 as Document No.95228673.
- g) "Note" means the promissory note evidencing the Loan.
- h) "Property" means the real estate described in the mortgage which is 15560 Natalie Drive, Oak Forest, Illinois 60452.

SEE ATTACHED SCHEDULE "A" - LEGAL DESCRIPTION

3. AGREEMENT

Lawyers Title Insurance Corporation

By signing this Agreement, Transferor, Transferee and GE agree:

- a) GE will consent to the transfer of the Property from Transferor to Transferee on the condition that Transferee agrees to assume the remaining balance of the loan on its original and/or modified terms.
- b) Transferor will be released from personal liability for the payments due on the Note.
- c) Transferee will be solely liable for the payment of all amounts due on the Note and Mortgage.
- d) Transferee shall be solely liable for the performance of all of the obligations under the Mortgage which do not require payment of money.

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e) If there is a default under the terms of the Note and Mortgage, GE may seek payment or restitution from the Transferee only, but will be entitled to full recovery once.

Transferor and Transferee also acknowledge by signing that they have received a copy of this Agreement, without charge.

Laura S. Faustn  
Transferor - Laura S. Faustn

Anthony J. Faustn  
Transferee - Anthony J. Faustn

STATE OF Illinois

COUNTY OF Cook

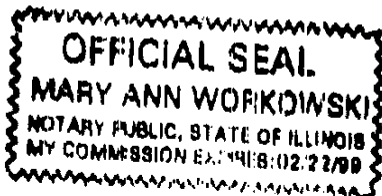
On April 23, 1998 before me Mary Ann Workowski  
Cain Notary

personally appeared Anthony J. Faustn  
Signer(s)

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 to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Mary Ann Workowski  
Signature of Notary Public

\_\_\_\_\_

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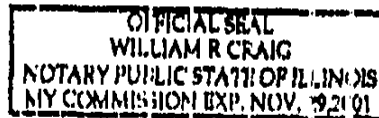
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STATE OF Illinois

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COUNTY OF Tazewell

On April 29, 1998 before me William R. Craig  
Date Notary  
personally appeared Laura S. Faustin  
Signor(s)



I,                      Personally known to me  
of                     

                     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  
acknowledgment to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that  
by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

William R. Craig  
Signature of Notary Public

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Date 5/28/98 Name: Susan de Boisblanc

Date \_\_\_\_\_ Name: \_\_\_\_\_

STATE OF TEXAS

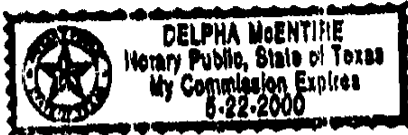
COUNTY OF Harris

On 5-28-98 before me Delpha McEntire  
Date Notary  
personally appeared Susan de Boisblanc  
Signer(s)

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 a acknowledgment to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and Official Seal.

Delpha McEntire  
Signature of Notary Public

OPTIONAL INFORMATION

Capacity Claimed By Signers:

Signers Names: \_\_\_\_\_

Corporate Officer Title: \_\_\_\_\_

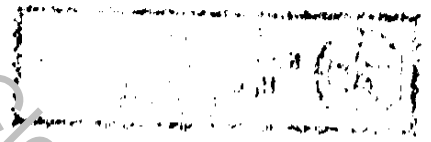
Signer Represents: GE Capital Mortgage Services, Inc.

*Prepared by:*

*Mailed to: Douglas Pettit  
6630 Broad St  
Richmond, VA 23230  
Attn: Fatti Curcio*

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## SCHEDULE "A" - LEGAL DESCRIPTION

Lot 13 in Natalie Subdivision Unit No. 1 A Subdivision of the North  $\frac{1}{4}$  of the West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  and the West 851 feet (Except the South 482 feet thereof) of the South  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of said West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 16, Township 36 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded April 19, 1961 as Document Number 18139541, in Cook County, Illinois.

Tax No. : 28-18-308-016

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