

MAIL TO [REDACTED]

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FIRST AMERICAN TITLE INS. CO.

2023/0161 08 001 Page 1 of 7  
1998-09-29 16:25:27  
Cook County Recorder 33.00

WHEN RECORDED MAIL TO:

MORTGAGE SOURCE VENTURES  
210 E. REDWOOD STREET #200  
BALTIMORE, MD 21703  
ATTN: SHARON BARTKOWSKI

TITLE # 16098m  
YOUR REFERENCE 200151019

ELS# 1078347

THIS SPACE FOR RECORDER'S USE ONLY

MODIFICATION OF A DEED OF TRUST

7

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LENDERS ADVANTAGE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)

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MAIL TO → BOX 352

98873148

PREPARED BY:  
BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, L.L.P.

1078347

Loan No.: 0200151019

**ASSUMPTION AND RELEASE OF LIABILITY AGREEMENT**

AGREEMENT, made this 8TH day of JULY, 1998, between  
MIGUEL ELIZONDO AND HERLINDA ELIZONDO F/K/A HERLINDA GARCIA

(the "Transferor");  
MIGUEL ELIZONDO AND HERLINDA ELIZONDO F/K/A HERLINDA GARCIA AND ELBUTERIO  
ELIZONDO (the "Transferee"); and

FLEET MORTGAGE CORP.

(the "Mortgagee");

WITNESSETH:

WHEREAS:

A Note in the principal sum of \$ 66,500.00 was executed on 11/1/1993, and delivered  
unto FLEET MORTGAGE CORP. for  
payment of this sum together with interest at the rate and upon the terms as more fully set forth in the Note; and

A Deed of Trust/Mortgage/Security Deed ("Security Instrument") was also executed, acknowledged and  
delivered of even date therewith, which Security Instrument was recorded in  
DOCUMENT NO. 93-934537 of COOK County,  
ILLINOIS, and which Security Instrument covered the premises described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

Mortgagee is the holder or is acting on behalf of the holder of the Note and Security Instrument and  
subsequent modifications thereof, if any (collectively the "Mortgage").

Transferor agrees and acknowledges that Transferor is obligated for repayment of same; and

Transferor is about to convey the premises described above to Transferee, and Transferee desires to assume  
payment of the Mortgage; and

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Loan No.: 200151019

Transferor and Transferee have requested the Mortgagee to release Transferor from the obligation to pay the principal sum of the Mortgage and interest thereon, and to accept Transferee as the primary obligor to pay the remaining indebtedness set forth below.

NOW, THEREFORE, in consideration of the mutual promises of the Parties hereto and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. Mortgagee agrees not to exercise its right to declare all sums secured by the Mortgage to be immediately due and payable by reason of the anticipated transfer.

2. Mortgagee unequivocally accepts Transferee as the primary obligor to pay the remaining indebtedness as set forth below.

3. Transferee does hereby assume all obligations under the Mortgage and further assumes and agrees to pay the principal sum of the indebtedness evidenced by the Mortgage which has a current principal balance of \$ **61,300.23**, together with interest thereon at the present rate of **6.250** % per annum, in equal monthly installments of \$ \_\_\_\_\_ including interest, on the first day of each month beginning **AUGUST 1ST, 1998**, together with any amounts required for escrow deposits all as set forth in the Mortgage. A final installment equal to the entire remaining indebtedness of the obligation shall be due and payable on **JULY 1ST, 2028**. Subsequent to this Assumption and Release of Liability Agreement, adjustments to the interest rate and payment amount, if any, shall be made according to the terms of the Mortgage or this Agreement. A copy of the Note and subsequent modifications thereof, if any, are attached hereto and made a part hereof for all purposes.

4. Transferor hereby relinquishes and transfers to Transferee all Transferor interest in any monies which may be held by Mortgagee as escrow deposits for the purposes of application to taxes, assessments, fire, or other insurance premiums, or any other purposes for which deposits are being required by Mortgagee. Transferee assumes the liability for payment of any unpaid taxes, assessments, fire, or other insurance premiums and agrees to continue making monthly deposits for such purposes if required by Mortgagee.

5. Mortgagee does hereby relieve and release Transferor of and from any and all further liability or obligation to make the payments provided for pursuant to the terms of the Mortgage. Mortgagee hereby agrees that it will not institute any action, suit, claim or demand in law or in equity against Transferor for or on account of the indebtedness secured by the Mortgage nor on account of any failure of performance of any of the covenants or terms of the Mortgage. It is expressly understood and agreed by the Parties hereto that this Agreement shall not be deemed to be or construed as a release of the indebtedness nor shall anything herein contained in any manner or form impair the validity or priority of the lien of the Mortgage.

6. There are no offsets or defenses to the Mortgage or to the amount of the debt as hereinafore set forth.

7. Except as modified by this Agreement, all the provisions of Mortgage are and shall remain in full force and effect and shall be performed by Transferee as if these agreements had been originally executed by Transferee.

8. This Agreement shall be binding upon and insure to the benefit of the Parties hereto, their legal representatives, heirs, administrators, executors, successors and assigns.

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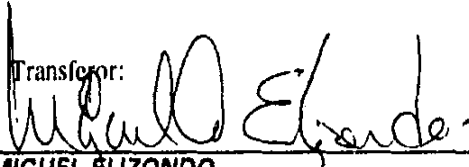
98873148

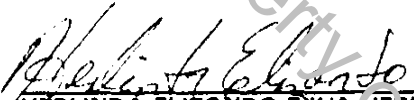
Loan No.: 0200151019

IN THE EVENT this Agreement is not executed by Transferor, Transferee is nevertheless bound by this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Assumption and Release of Liability Agreement.

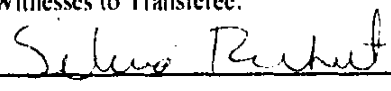
Transferee:  
  
MIGUEL ELIZONDO

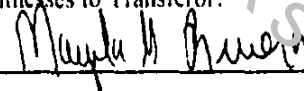
Transferor:  
  
MIGUEL ELIZONDO

  
HERLINDA ELIZONDO F/K/A HERLINDA GARCIA

  
HERLINDA ELIZONDO F/K/A HERLINDA GARCIA


  
ELBUTERIO ELIZONDO

Witnesses to Transferee:  
  
\_\_\_\_\_

Witnesses to Transferor:  
  
\_\_\_\_\_

Mortgagee:  
FLEET MORTGAGE CORP.

Witnesses to Mortgagee:  
\_\_\_\_\_  
\_\_\_\_\_

By:   
Lloyd Mullins, Assistant Vice President  
Its: \_\_\_\_\_

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Loan No.: **98873148**

### (TRANSFEROR'S ACKNOWLEDGMENT)

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

On this, the 15th day of J, before me personally appeared \_\_\_\_\_  
**MIGUEL ELIZONDO AND HERLINDA ELIZONDO F/K/A HERLINDA GARCIA AND ELBUTERIO ELIZONDO**

known to me personally to be the person(s) described in and who executed the same before me as their free act and deed.

MY COMMISSION EXPIRES:

3-25-02

Mayela G. Rivera  
NOTARY PUBLIC, STATE OF ILLINOIS

MAYELA G. RIVERA  
PRINTED NAME OF NOTARY

### (TRANSFEEE'S ACKNOWLEDGMENT)

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
**MIGUEL ELIZONDO AND HERLINDA ELIZONDO F/K/A HERLINDA GARCIA**

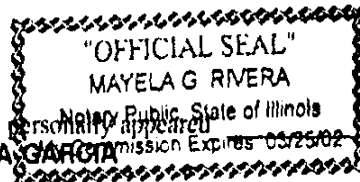
known to me personally to be the person(s) described in and who executed the same before me as their free act and deed.

MY COMMISSION EXPIRES:

3 25 02

Mayela G. Rivera  
NOTARY PUBLIC, STATE OF ILLINOIS

MAYELA G. RIVERA  
PRINTED NAME OF NOTARY



### (MORTGAGEE'S ACKNOWLEDGMENT)

STATE OF Illinois )  
 )  
COUNTY OF Cook )

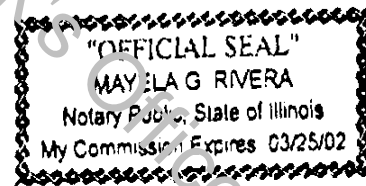
BEFORE ME, on this day personally appeared Lloyd Mullins  
of FLEET MORTGAGE CORP.  
its Assistant Vice President known to me to be an officer of said  
corporation, being duly authorized to commit this transaction, DEPOSES and SWEARS on this, the  
24th day of July, 1998, that the foregoing instrument was executed for the purposes  
and consideration therein expressed.

MY COMMISSION EXPIRES:

4/12/01

Rayne Powers  
NOTARY PUBLIC, STATE OF SC

Rayne Powers  
PRINTED NAME OF NOTARY



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98873148

0200151019

## Exhibit "A"

SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO WIT: LOT 19 IN BLOCK 1 IN IRA A. EBERHARDT'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF THE EAST 1/4 IN JAMES WEBB'S SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 IN SECTION 14, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*Pink 17-14-409-006*

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FEES OF ATTORNEYS TO BE PAID Loan No.: 0200151019

BY BORROWER AND/OR SELLER Borrower: MIGUEL ELIZONDO AND HERLINDA ELIZONDO F/K/A HERLINDA GARCIA AND ELBUTERIO ELIZONDO

Seller: MIGUEL ELIZONDO AND HERLINDA ELIZONDO F/K/A HERLINDA GARCIA

Property: 3447 WEST 60TH STREET CHICAGO, ILLINOIS 60629

I. STATUS OF BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, L.L.P.

Legal instruments and loan documentation involved in the above-referenced loan and real property transaction have been prepared for FLEET MORTGAGE CORP.

("Lender") by the law firm of Barrett Burke Wilson Castle Daffin & Frappier, L.L.P., Attorneys ("Barrett"). The undersigned acknowledge that Barrett has acted only as counsel to the Lender and has not in any manner undertaken to assist or render legal advice to the undersigned or either of them, with respect to the loan or the purchase/sale of the real property described in the above-referenced loan or with respect to any of the documents or instruments being executed in connection therewith. The undersigned further acknowledge that they are aware that they are free to retain their own counsel to advise them regarding the loan or purchase/sale of the real property or to review and render advice concerning any of the documents or instruments being executed in connection therewith.

II. RESPONSIBILITY FOR PAYMENT OF FEES

Borrower and Seller acknowledge Borrower's or Seller's obligation, as the case may be, to fulfill its agreement with the Lender to pay the legal fees of the Lender incurred in connection with the preparation of legal instruments and loan documentation by making, at the loan closing, a payment in the amount set forth on the closing statement or settlement statement furnished by the closing agent directly to Barrett for the account of Lender.

III. BASIS FOR FEE AND AMOUNT OF FEE

The fee is intended to provide fair compensation for the representation by Barrett of the Lender, taking into consideration the time and labor required, the complexities of the questions involved and the skill required to perform said services. Other considerations include the expertise of Barrett in the complexities of the regulations governing lenders and of real estate practice generally, the necessary overhead associated with the rendering of the said services and the assumption of risk by Barrett in the rendering of said services.

The fee established for the above-described legal services is \$ 150.00. There is no charge for legal services provided by Barrett in connection with the preparation of the Truth-in-Lending Disclosure Statement or the RESPA Good Faith Estimate of Closing Costs.

Each Borrower and Seller hereby acknowledges receiving and reading a copy of this statement, and by his/her signature affirms his/her acknowledgment of the accuracy of the statements contained in Paragraphs I and II above.

SELLER: Miguel Elizondo signature line MIGUEL ELIZONDO

BORROWER: Miguel Elizondo signature line MIGUEL ELIZONDO

Herlinda Elizondo signature line HERLINDA ELIZONDO F/K/A HERLINDA GARCIA

Herlinda Elizondo signature line HERLINDA ELIZONDO F/K/A HERLINDA GARCIA

Elbuterio Elizondo signature line ELBUTERIO ELIZONDO

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