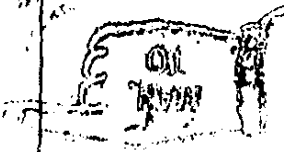


RECORDING REQUESTED BY:
WORLD SAVINGS AND LOAN
ASSOCIATION

WHEN RECORDED MAIL TO:
WORLD SAVINGS
ASSUMPTIONS DEPARTMENT
4101 WISEMAN BLVD BLDG 106
SAN ANTONIO, TX 78251-4201

PREPARED BY: WORLD SAVINGS
4101 WISEMAN BLVD BLDG 106
SAN ANTONIO, TX 78251-4201



COOK COUNTY
RECORDER
JESSE WHITE
MAYWOOD OFFICE

FOR RECORDER'S USE ONLY

ASSUMPTION AGREEMENT, RELEASE OF SELLER
AND
MODIFICATION OF NOTE AND MORTGAGE

** This Loan has Adjustable Rate and Adjustable Payment
and Negative Amortization Features **

Loan Number: 0000530071

This Assumption Agreement, Release of Seller and Modification of Note and Mortgage (the "Agreement") is made and entered into as of this 11TH day of DECEMBER, 1997 by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO TRUST #11519

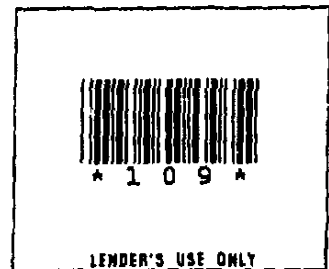
(the "Seller"), ANTHONY G CAIRO AND PAMELA J CAIRO, HUSBAND AND WIFE

(the "Buyer") and WORLD SAVINGS AND LOAN ASSOCIATION, A FEDERAL SAVINGS AND LOAN ASSOCIATION, * * ITS SUCCESSORS AND/OR ASSIGNEES (the "Lender"), with reference to the following facts:

SD613A4 (08.25.97/2-97) 880D
ADJUSTABLE RATE AND
NEGATIVE AMORTIZATION

Page 1

MORTGAGE STATE



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A. There is presently owing to Lender an indebtedness evidenced by that certain Promissory Note dated **JUNE 23, 1995** (the "Note") which Note was executed by Seller in favor of **WORLD SAVINGS AND LOAN ASSOCIATION, A FEDERAL SAVINGS AND LOAN ASSOCIATION, * * * * *** ITS SUCCESSORS AND/OR ASSIGNEES, in the original principal sum of **\$900,000.00**.

B. The Note is secured by that certain Mortgage (hereinafter called the "Security Instrument"), dated **JUNE 23, 1995**, executed by Seller as mortgagor, in which Lender is the mortgagee, and was recorded on **JULY 06, 1995** in the State of **ILLINOIS**, County of **COOK**, as Instrument No. **95438041**, Book No.: **N/A**, Page No.: **N/A**.

C. Seller has sold, transferred or conveyed (or is about to sell, transfer or convey) to Buyer all of Seller's right, title and interest in and to the property described in the Security Instrument (the "Property"). In connection therewith, Buyer desires to assume the obligations evidenced by the Note and Security Instrument, both as modified by this Agreement, and both Seller and Buyer have requested Lender to release and discharge Seller from any and all further liability on the Note and Security Instrument.

NOW, THEREFORE, the parties hereto agree as follows:

1. As of the date hereof, the parties agree that all **MONTHLY** installments payable under the Note and all other amounts payable under the Note and Security Instrument on and after **DECEMBER 15, 1997**, are unpaid; that the unpaid principal balance on the Note is **\$880,149.55**; and that interest on the unpaid principal balance is paid to **NOVEMBER 15, 1997**.

2. Notwithstanding anything to the contrary in the Note, Buyer agrees to the following:

(a) Upon the delivery of this Agreement to Lender, signed by Seller and Buyer, Buyer shall pay to Lender the sum of **\$9,000.00** as an Assumption and Modification Fee.

(b) As of the date of this Agreement, interest on the unpaid principal balance of the Note shall be due and payable at the rate of **7.582 %** per year. This rate represents the interest rate in effect under the terms of the Note as of the date of this Agreement shown above, and is subject to change according to the terms of the Note.

(c) Buyer's payment(s) of principal and interest shall be due and payable in accordance with the terms of the Note. Buyer's first **MONTHLY** payment of principal and interest shall be due and payable on **JANUARY 15, 1998**, in the amount of **\$6,289.89** U.S. dollars. This amount is subject to change according to the terms of the Note.

(d) The maximum interest rate payable for the remaining life of the Loan (the "Lifetime Rate Cap") is **12.900 %** per year.

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2. (e). The minimum interest rate payable for the remaining life of the Loan (the "Lifetime Rate Floor") is 5.632% per year.

3. Buyer acknowledges receipt of a copy of the Note, the Security Instrument and all other agreements and instruments related to them (the "Related Loan Instruments") which evidence the obligations being assumed by Buyer through this Agreement; and Buyer expressly agrees to be bound by all the terms and conditions in the Note, the Security Instrument and the Related Loan Instruments, as modified by this Agreement.

4. The parties hereto, and each of them, expressly warrant and represent that they have read, analyzed and consulted with advisors deemed appropriate, including legal counsel, regarding the effect and import of the terms and conditions of the Note, Security Instrument, any Riders to the Note and/or Security Instrument, any Modifications to the Note and/or Security Instrument, the Related Loan Instruments and this Agreement, and understand the content and effect of such instruments.

5. Lender hereby:

(a) Releases Seller and the maker of the Note from any and all further liability under the Note and Security Instrument;

(b) Waives its option to accelerate the entire unpaid balance of the Note by reason of the transfer to Buyer of the Property described in the Security Instrument, but such waiver shall not be deemed to be a waiver with regard to future sales, transfers, conveyances or other transactions.

6. In consideration of Lender's Release and Waiver, Buyer agrees:

(a) To assume and pay the indebtedness evidenced by the Note in installments at the time and in the manner, and to perform each and every obligation, in all respects as therein provided, as modified by this Agreement;

(b) To perform each and all the obligations provided in the Security Instrument to be performed by the Trustor/Mortgagor at the times, in the manner and in all respects as therein provided, as modified by this Agreement; and

(c) To be bound by each and every provision of the Note, the Security Instrument, and the Related Loan Instruments, all as modified by this Agreement, and as though each of them were originally made, executed and delivered by Buyer.

7. The Property described in the Security Instrument shall remain subject to the lien, charge or encumbrance of the Security Instrument, and nothing herein contained or done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance of the Security Instrument, or the priority thereof over other liens, charges or encumbrances, or, except as herein otherwise expressly provided, to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Note and/or Security Instrument.

8. Buyer and Seller agree that:

(a) The grant set forth in the Security Instrument is made for the purpose of securing, and shall secure: (i) the payment of the Note with interest thereon, according to its terms, as modified by this Agreement, and any further extensions, modifications or renewals of the Note; (ii) payment by Buyer of all sums due and owing, and to become due and owing

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under, and performance of all obligations set forth in the Note, as modified by this Agreement; (iii) satisfaction and performance by Buyer of each and every obligation and agreement of Buyer or the Trustor/Mortgagor set forth in this Agreement, and in the Security Instrument.

(b) A default under the Security Instrument, as herein modified and amended, shall occur in any of the following events: (i) Buyer fails to pay when due any amount due under the Note, as modified by this Agreement, or otherwise fails to perform any obligation or agreement of Buyer set forth or incorporated in the Note, or this Agreement; or (ii) Buyer fails to perform any obligation or agreement of the Trustor/Mortgagor set forth or incorporated in or secured by the Security Instrument, as modified by this Agreement. In the event the Security Instrument which is being assumed pursuant to this Agreement is a Deed of Trust, the Trustee under the Security Instrument, upon presentation to it by the beneficiary of a written declaration of default under the terms of this paragraph, shall accept as true and conclusive all facts and statements in the declaration, and the existence of a default under the Security Instrument, and is authorized to act thereon.

9. A default under the Note and/or Security Instrument shall be and constitute a default under this Agreement. A default under this Agreement shall be and constitute a default under the Note and/or Security Instrument.

10. The provisions of the Note and Security Instrument shall remain in full force and effect, and shall remain unchanged except as herein expressly modified.

11. This Agreement, upon execution and satisfaction of the conditions contained herein, shall constitute the evidence of a loan from Lender to Buyer, which is made pursuant to, and shall be construed and governed by, the laws of the United States, including the federal laws, rules and regulations for federal savings and loan associations.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, successors in interest, personal representatives, and heirs.

13. In this Agreement whenever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and the plural number includes the singular. If this Agreement is executed by more than one individual, corporation, or other entity, the obligations of each such individual, corporation, or other entity hereunder shall be joint and several.

14. This Agreement contains the entire agreement of the parties hereto with respect to, and supersedes any prior written or oral agreements between them concerning the assumption of the loan evidenced by the Note and Security Instrument. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto, relating to the subject matter hereof, which are not fully described herein.

15. SELLER AND BUYER EXPRESSLY REPRESENT AND WARRANT THAT VALID AND ENFORCEABLE CONSENTS TO THE MODIFICATIONS CONTAINED IN THIS AGREEMENT HAVE BEEN OBTAINED FOR ALL LIENS SUBSEQUENT IN PRIORITY TO THE SECURITY INSTRUMENT DESCRIBED HEREIN.

16. **IMPORTANT NOTICE:** THIS LOAN HAS ADJUSTABLE RATE AND ADJUSTABLE PAYMENT AND NEGATIVE AMORTIZATION FEATURES. THE INTEREST RATE AND PAYMENT AMOUNT AND PRINCIPAL BALANCE WILL ADJUST IN ACCORDANCE WITH THE TERMS OF THE NOTE.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year, month and day first above written.

BUYER(S):

Anthony G. Cairo (Seal)
ANTHONY G CAIRO

Pamela J. Cairo (Seal)
PAMELA J CAIRO

(Seal)

(Seal)

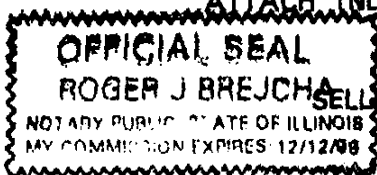
(Seal)

(Seal)

Subscribed and sworn before me by the said Anthony G. Cairo and Pamela J. Cairo, his wife this 7th day of January, 1998.

Notary Public Roger J Brejcha
Commission Expires 12/12-99

ATTACH INDIVIDUAL NOTARY ACKNOWLEDGEMENT



SELLER(S) SIGNATURE PAGE FOLLOWS.

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LOAN NUMBER: 0000530071

ASSUMPTION AGREEMENT, RELEASE AND MODIFICATION dated DECEMBER 11, 1997.

SELLER(S):

Lawrence A. Fumarolo (Seal)
LAWRENCE A FUMAROLO

Camille M. Fumarolo (Seal)
CAMILLE M FUMAROLO

(Seal)

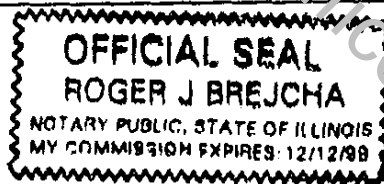
(Seal)

(Seal)

Subscribed and sworn to before me by the said Lawrence A. Fumarolo and Camille M. Fumarolo, his wife, this 7th day of January, 1998.

Notary Public *Roger J Brejcha* (Seal)
Commission expires 12-12-99

Mailing Address: 7644 RIDGEWOOD LAKE
Burr Ridge, IL 60525



ATTACH INDIVIDUAL NOTARY ACKNOWLEDGEMENT

LENDER: WORLD SAVINGS

BY: *Kimberly Wright*

ITS: *Assistant Secretary*

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Bexar

On 12-11-97 before me, the undersigned, a Notary Public in and for said State personally appeared PAMELA WRIGHT

X 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), or the entity upon behalf of which the person (s) acted, executed the instrument.

Capacity Claimed by Signer:

___ Individual (s)

X Corporate Officer (s)

ASSISTANT SECRETARY

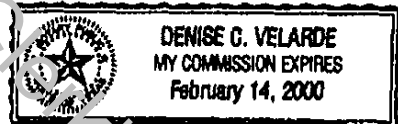
Witness my hand and official seal:

Denise Velarde

Signature of Notary

Denise C. Velarde

Name (Typed or Printed)



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WORLD SAVINGS AND LOAN ASSOCIATION,
A FEDERAL SAVINGS AND LOAN ASSOCIATION

EXHIBIT "A" LEGAL DESCRIPTION

LOAN NO. 0000530071

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF COOK
STATE OF ILLINOIS * * * * * , DESCRIBED AS FOLLOWS:

LOT 1039 (EXCEPT THAT PART DEDICATED FOR HARLEM AVENUE) AND THE EAST
1/2 OF LOT 1040 IN BLOCK 21 IN THE THIRD DIVISION OF RIVERSIDE IN THE
NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 15-36-203-045-0000
15-36-203-046-0000
15-36-203-048-0000

Address of Property: 3144-3150 S. Harlem Ave.
Riverside, Il. 60546