

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

NAME: GE CAPITAL MORTGAGE SERVICES, INC.
STREET ADDRESS: 4583 HALLMARK PARKWAY
CITY, STATE & ZIP CODE: SAN BERNARDINO, CA 92407
ATTN: ASSUMPTION DEPARTMENT

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MORTGAGE ASSUMPTION AGREEMENT
WITH RELEASE OF LIABILITY**

LOAN NO.

0011185220

LOAN TYPE: CONVENTIONAL FIXED

**CENTENNIAL TITLE I RATED
ACCOMMODATION**

2 of 2

DATE: The date of this agreement is 11/06/97

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

- a) "Agreement" means this Assumption Agreement.
- b) "Seller" means R. CONRAD WINKE
- c) "Buyer" means JEFFREY CURTIS CROUCH
- d) "GE Capital" means GE Capital Mortgage Services, Inc. or a prior lender whose assigned its rights to GE Capital.
- e) "Loan" means a mortgage loan in the original amount of \$126,000.00 made by BANK UNITED OF TEXAS FSB to Seller on 04/22/93.
The loan has a remaining balance of \$121,006.25.
The GE Capital loan number for this loan is # 0011185220
- f) "Mortgage" means the Mortgage, Deed of Trust or Security Deed given to BANK UNITED OF TEXAS FSB by Seller, dated 04/22/93 and recorded in the office of the Recorder of COOK County, IL on 04/27/93 in book at page(s) document number 93309738
- g) "Note" means the promissory note evidencing the loan.
- h) "Property" means the real estate described in the Mortgage which is 3534 N LAKE SHORE DRIVE #8C CHICAGO, IL 60657

AGREEMENT:

By signing this Agreement, Buyer, Seller, and GE agree:

- a) Buyer has agreed to purchase the Property from Seller on the condition that Buyer be permitted to assume the remaining balance on its original terms
- b) GE Capital has examined the credit of the Buyer and has agreed to permit such assumption
- c) Buyer will make all payments due under the Note and Mortgage. Buyer will also perform all of Seller's obligations under the Mortgage which do not require payment of money.
- d) If the Buyer does not perform these obligations, GE Capital may enforce the Mortgage and the Note against Buyer.
- e) It is agreed upon receipt of all requested documentation and satisfactory completion of all conditions that the Seller will be issued a release of liability. Once the release has been issued to the Seller, the Seller is free of any liability on this loan and no deficiency judgement will be taken against the seller if the mortgage is foreclosed.

UNOFFICIAL COPY

Property of Cook County Clerk's Office
K 23
B 23

UNOFFICIAL COPY

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

Buyer JEFFREY CURTIS CROUCH

Buyer

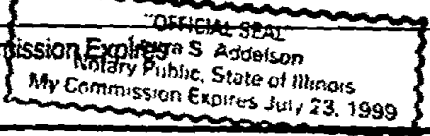
Buyer

Buyer

State of Illinois County of Cook

On this 18th day of December 19 97, before me the subscriber personally appeared: JEFFREY CURTIS CROUCH who, I am satisfied, are the persons named in and who executed the within instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the purpose therein expressed

Laura S. Addelson
Notary Public



AFFIX SEAL

Seller R. CONRAD WINKE

Seller

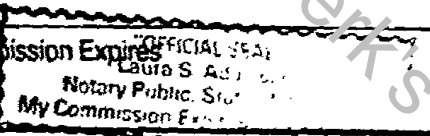
Seller

Seller

State of Illinois County of Cook

On this 18th day of December 19 97, before me the subscriber personally appeared: R. CONRAD WINKE who, I am satisfied, are the persons named in and who executed the within instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the purpose therein expressed.

Laura S. Addelson
Notary Public



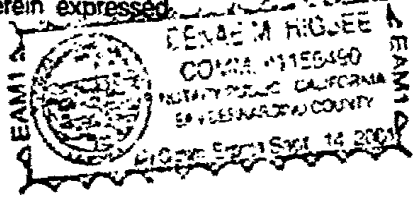
AFFIX SEAL

GE Capital Mortgage Services, Inc.
By: Stoney Martin Assistant Secretary

Attest: Gloria Moreno
Gloria Moreno, Assistant Secretary

Seal:

State of California County of San Bernardino
On this 10 day of November 19 97, before me the subscriber personally appeared: Stoney Martin and Gloria Moreno who, I am satisfied, are the persons named in and who executed the within instrument, and thereupon I acknowledged that they signed, sealed and delivered the same as their act and deed, for the purpose therein expressed.



Denise M. Nyboer
Notary Public

Commission Expires 11-14-2001

AFFIX SEAL

S0561(09/97)

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BOX 3

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1/15/11

GE CAPITAL MORTGAGE SERVICES
4600 FALLBROOK PARKWAY
SPRINGFIELD, IL 62417

Office

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EX 342