CHI Originated Loans ARMs/Release or No Release

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## ASSUMPTION AGREEMEN

day of made and entered into as of the 19\_87, by and between Citicorp Mortgage, Inc. (hereinafter 4 December . referred to as "CMI"), formerly known as Citicorp Homeowners, Inc. (hereinafter referred to as "CHI"). commie/\$/Bennich/ Meredith Relocation Corporation (hereinafter referred to as "Borrowers"), and Robert D. Goldman & Betsy P. |Goldman (hereinafter referred to as "Assuming Party");

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## WITNESSETH

WHEREAS, CHI made a real estate secured loan to the Borrowers onOctober 5 , 1985 , identified as Account Number 835710 ;

WHEREAS, in consideration of the loan the Borrowers executed a Promissory Note, Security Instrument (Mortgage/Deed of Trust) and other documents in favor. of CHI;

WHEREAS, the Assuming Party desires to purchase the property from the Borrowers that secures the Borrower's Promissory Note with CHI, and desires to assume all rights and obligations contained in the Promissory Note, Security Instrument and other documents executed in connection with the loan;

WHEREAS, CHI changed its corporate and legal name to CMI;

WHEREAS, if the loan identified above has been sold to a third party S investor, CMI has authority to process this assumption on investor's behalf (and references below to CMI are deemed to include the investor, as applicable);

AND WHEREAS, CMI desires to allow this purchase and assumption subject to the terms and conditions specified herein;

NOW THEREFORE, in consideration of the premises and the mutual covenants, promises and agreements hereinto contained CMI, Borrowers and Assuming Party (hereinafter referred to as the "Parties") hereto agree as follows:

1. Loan Assumption

- 1.1 The Assuming Party shall assume the rights, obligations and covenants of the Promissory Note, Security Instrument and other documents executed by Borrowers in connection with their loan, subject to the terms of this ASSUMPTION AGREEMENT.
- be released from any liability under the 1.2 The Borrowers shall Promissory Note, Security Instrument and any other documents executed by the Borrowers in connection with their loan.
- 2. Modification of Promissory Note 2.1 The unpaid principal balance owing as of the date of this assumption is Sixty-four thousand four hundred fifty-five and 50/100 Dollars (\$64,455.50
  - 2.2 The unpaid balance will bear interest at the rate of Ten and one percent (10.25 %) per annum from the date of this assumption until the next interest rate adjustment provided for in the loan documents.

the principal and interest will pay 2.3 The Assuming Party consecutive monthly installments three hundred thirty-five (335) Dollars (\$ 589.03) Five hundred eighty-nine and 03/100 on the first day of each month beginning on January 1 until the next interest rate adjustment. The entire indebtedness, if not sooner paid, shall be due and payable on November 2, 2015. Such installments shall be payable at Citicorp Mortgage, Inc. P. O. Box 14998, St. Louis, MO 63141 or such other place designated by the holder of the Promissory Note.

Security Interest 3.1 Nothing in this ASSUMPTION AGREEMENT shall be understood or construed to be a satisfaction or release, in whole or in part, of CMI's or Investor's security interest in the property identified in the Security

4. Miscellaneous

Instrument.

4.1 Except as modified by the ASSUMPTION AGREEMENT, all other terms and conditions of the Promissory Note, Security Instrument, and other documents executed by the Borrowers in connection with their loan, and now assumed by the Assuming Party, shall remain in full force and

4.2 This assumption shall not be deemed to be a waiver of CMI's or Investor's right to prohibit or restrict future assumptions of the loan that is the subject of this ASSUMPTION AGREEMENT. assumptions shall be subject to CMI's or Investor's rights under the Promissory Note, Security Instrument and other documents, CMI's or Investor's credit policies, and any state or federal laws and regulations that govern such assumptions.

IN WITNESS WHEREOF, the Parties have executed this ASSUMPTION AGREEMENT as of the day and year first written above.

CITICORP MORIGAGE, INC. formerly known as CITICORP BOMEOWNERS, INC.

Debbie S. Morrow, Staff Vice President Representative of CMI

BORROWERS MEREDITH RELOCATION CORPORATION

Wohnie /S./ Bernvick/ Maxine Gray as Attorney in-Fact for Michael S. Leahey as Manager of Meredith

assuming party

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TITICORP MORIGAGE, INC.	1
STATE OF MISSOURI )	
) SS	
COUNTY OF ST. LOUIS )	ء ا
The foregoing instrument was acknowledged before me this 18th day November , 1987, by Debbie S. Morrow, Staff Vice President	nt
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as a representative of Citicorp Mortgage, Inc.	Wate
Motary Public  PATRICIA J. WATSON Patricia J. Schopp fka Patricia J.	Watson
NOTARY PUBLIC - STATE OF MISSOURI	
My Commission Expires My Commission Expires MAY 17, 1988 ST. LOUIS COUNTY	_
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BORROWERS - see reverse side for Borrower Notary Acknowledgement	RO.D
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COUNTY OF	
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The foregoing instrument was acknowledged before me this day  to by Connie S. Bennich	2.5
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Notary Public	13
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My Commission Expires:	
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ASSUMING PARTY	i
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The foregoing instrument was acknown to Goldman & Betsy P. Goldman & Betsy P. Goldman & Betsy P. Goldman	III.
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Notary Public	
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My Commission Expires: 9/13/88	1

State of Alabama Jefferson County

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Maxine Gray, whose name as Attorney in Fact for Michael S. Leahey as Manager of Meredith Relocation Corporation is signed to the foregoing Assumption Agreement and who is known to me, acknowledged before me on this day that being informed of the contents of this Assumption Agreement, she in her capacity as such Attorney in Fact for Michael S. Leahey as Manager for Meredit Relocation Corporation executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the \_1\_ day of December, 1987.

9/13/88

INSTRUMENT WAS FILED 1987 DEC -4 AM 11: 32

JUDGE OF PROBATE

RECORDING FEES Recording Fee Index Fee TOTAL