

# UNOFFICIAL COPY



Doc#: 0505647173  
Eugene "Gene" Moore Fee: \$50.50  
Cook County Recorder of Deeds  
Date: 02/25/2005 12:13 PM Pg: 1 of 3

Drafted by:  
Mortgage Service Center  
4001 Leadenhall Road  
Mt. Laurel, NJ 08054  
Loan # 0023783723

TAX ID: 02-10-217-004-0000  
December 16, 2004

## ASSUMPTION AND RELEASE AGREEMENT

This Assumption and Release Agreement ("Agreement") is entered into as of the 10<sup>th</sup> day of January, 2005 by and between **Basil Destefano** residing at 226 Fairfield Court, Palatine, IL 60078, and **Maria Destefano** residing at 226 Fairfield Court, Palatine, IL 60078 and **Coldwell Banker Mortgage** and its successors and assigns, its principal place of business, 4001 Leadenhall Road, Mt. Laurel, NJ 08054 ("the Parties").

WHEREAS, **Basil Destefano and Maria Destefano** have entered into a mortgage loan transaction with **Coldwell Banker Mortgage** for a loan in the amount of \$169,100.00 pursuant to a Note and Mortgage executed June 20, 2003 ("Loan Documents"). Said Mortgage recorded in Instrument# 0324642173 on September 3, 2003.

WHEREAS, the Parties wish to release **Maria Destefano** of any and all liability and to allow **Basil Destefano** to assume full liability under the Loan Documents.

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Coldwell Banker Mortgage** has made a mortgage loan in the amount of \$169,100.00 to **Basil Destefano and Maria Destefano** for property located at 226 Fairfield Court, Palatine, IL 60078, See Attached Description.
2. **Basil Destefano** qualifies for the subject loan without the income and credit of **Maria Destefano**.
3. The Parties hereby agree to release **Maria Destefano** of any and all liability under the Promissory Note, Mortgage and related documentation arising under the subject mortgage loan.
4. **Basil Destefano** agrees to assume full responsibility of all liabilities and for all terms and conditions under the loan documentation.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed this 7<sup>th</sup> day of January, 2005

(Signature #1) Basil Destefano

Acknowledgment for Signature #1:

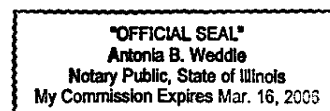
State of Illinois

County Of Cook

On this, the 7<sup>th</sup> day of Jan, 2005, before me, the undersigned officer, personally appeared Basil Destefano known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledge that executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Antonia B. Waddle 3-16-06  
Notary My commission expires



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P-2  
TAV  
SVA  
50-50

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Maria DeStefano  
(Signature #2) Maria Destefano

Acknowledgment for Signature #2:

State of Illinois

County Of Cook

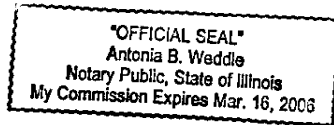
On this, the 2<sup>th</sup> day of Jan, 2004 before me, the undersigned officer, personally appeared Maria Destefano known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledge that executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Antonia B. Weddle 3-16-06  
Notary My commission expires

[Signature]  
Coldwell Banker Mortgage

**Karen Ziegler**  
Vice President



Corporate Acknowledgment:

State of New Jersey

County Of Burlington

On this, the 20<sup>th</sup> day of Jan, 2004 before me, the undersigned officer, personally appeared Karen Ziegler known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledge that executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kelly Brianna Mankovich  
Notary My commission expires

**KELLY BRIANNA MANKOVICH**  
Notary Public - New Jersey  
My commission expires October 21, 2009

- Copy One - Return to Coldwell Banker Mortgage signed and notarized to be recorded
- Copy Two - Return to Coldwell Banker Mortgage signed and notarized for file.
- Copy Three - Member copy
- Copy Four - Member copy

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## Exhibit A

### Legal Description

PARCEL 1: Lot 116 both inclusive in Cherry Brook Village Unit 2, Planned Unit Development, being a part of the Northeast  $\frac{1}{4}$  of Section 10, Township 42 North, Range 10 in Cook County, Illinois.

PARCEL 2: Easement for ingress and egress over and through parcels 304 and 310, both inclusive, in Cherry Brook Village Unit 2, appurtenant to Parcel 1 as set forth in Cherry Brook Village Declaration of Covenants, Conditions and Restrictions recorded April 19, 1984 as Document No. 27052209 and amendment recorded August 13, 1984 as Document 27212432.

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