

LOAN NUMBER: ~~13011054~~ 12/31/05 (92)
PREPARED BY: Scott Gibbs
AFTER RECORDING, RETURN TO:
CHASE HOME FINANCE LLC, 3415 VISION DRIVE,
COLUMBUS, OH 43219. Attn: Non-Qualifying
Assumptions Dept.

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Doc#: 0525250017 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/09/2005 10:44 AM Pg: 1 of 3

ASSUMPTION AGREEMENT
WITHOUT RELEASE

THIS AGREEMENT, made this day 1st of September, 2005 by and between **JP Morgan Chase Bank, National Association**, a national banking association organized and existing under the laws of the United States of America, with an address of 1111 Polaris Parkway, Columbus, OH 43240, as mortgagee or as agent for the current mortgagee (hereinafter called "**JP Morgan Chase Bank, N. A.**"); and Carlos Robles whose address is, 2317 North Avers Chicago IL 60647 the seller of the Real Property described below (hereinafter called "**Borrower**"); and Nicole Robles whose address is 2317 North Avers Chicago IL 60647 purchaser of the Real Property described below (hereinafter called "**Assuming Party**").

WITNESSETH:

WHEREAS, Borrower is currently obligated on a note ("**Note**") dated 02/20/2004 in the original amount of \$ 336,500.00 in favor of TWA Corporation, (the "**Original Lender**"); and

WHEREAS, the Note was secured by an interest in real property and improvements ("**Real Property**") at 1010 Dutch Street Dothan AL 36301-3824 more particularly described as: THE NORTH 12 FEET OF LOT 37 AND THE SOUTH 18 FEET OF LOT 38 IN L.A. TRAPET'S FULLERTON AVENUE ADDITION TO CHICAGO, BEING A RESUBDIVISION OF BLOCK 1 IN GRANT AND KEENEY'S ¼ OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHEREAS, JP Morgan Chase Bank, N.A. is either the current mortgagee or has the authority to act on behalf of the current mortgagee and noteholder, relative to this Agreement;

WHEREAS, as of 09/06/2005 Note has a principal balance of \$ 330,191.62 plus interest at the rate of 6.0% per annum from 09/01/2005 ("**Unpaid Loan Balance**").

WHEREAS, Borrower has contracted to sell and transfer to Assuming Party the Real Property described in the Security Instrument, provided JP Morgan Chase Bank, N.A. agrees to permit Assuming Party to assume Borrower's obligations under the Note, Security Instrument and other related loan documents (collectively, "**Loan Documents**"), and Assuming Party has agreed to assume Borrower's obligations under the Loan Documents;

WHEREAS, both Borrower and Assuming Party have requested JP Morgan Chase Bank, N.A. to enter into this Agreement and hereby represent to JP Morgan Chase Bank, N.A. that the lien on the Real Property, as evidenced by the Security Instrument, is a valid first lien;

NOW, THEREFORE, upon the express conditions that (i) the Security Instrument is a valid first lien and (ii) the execution of this Agreement will not impair the validity of this first lien, the breach of which conditions, or either of them, would render this Agreement void, and for good and valuable consideration, JP Morgan Chase Bank, N.A., Borrower and Assuming Party agree to modify the terms of the Note and Security Instrument, as follows:

1. Assumption of Obligations under Loan Documents. Assuming Party agrees to assume the Borrower's obligations under the Loan Documents as if Assuming Party had originally executed the Loan Documents, which obligations include the following: (a) to pay the entire Unpaid Loan Balance due under the Note at the time and in the manner set forth in the Note; and (b) to perform and be bound by each and all the covenants, agreements and obligations set forth in the Loan Documents.

2. Continuing Liability of Borrower; JP Morgan Chase Bank, N.A.'s Election of Remedies. The assumption of liabilities by the Assuming Party as provided herein shall in no way constitute a release or waiver of the Borrower with respect to any of the agreements, covenants, obligations or liabilities of the Borrower as provided in the Loan Documents (the "**Borrower Liabilities**"). JP Morgan Chase Bank, N.A. may, in its sole discretion, enforce any of the Borrower Liabilities against either the Assuming Party or the Borrower, or both, or otherwise proceed against either the Assuming Party or the Borrower, or both, for the full compensation, reimbursement or indemnification of any amounts due under the Loan Documents.

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3. JP Morgan Chase Bank, N.A.'s Consent. JP Morgan Chase Bank, N.A. consents to the assumption by Assuming Party of the Loan Documents as provided in this Agreement.

4. Borrower's Waiver. Borrower waives and relinquishes any and all rights or claims Borrower has against JP Morgan Chase Bank, N.A. for any money which may have been deposited or which may be on deposit with JP Morgan Chase Bank, N.A. or a third party, as applicable, (a) for the payment of real estate taxes and assessments, hazard and flood insurance premiums, mortgage insurance premiums, and other escrowed items or (b) as provided in a buydown agreement;

5. Further Assurances and Corrective Instruments. To the extent permitted by law, the parties agree that they will execute any supplements to this Agreement and such further instruments as may reasonably be required to carry out the intention of, or facilitate the performance of, this Agreement.

6. Interpretation.

a. The word "Note" as used in this Agreement shall be construed to mean note, bond, extension or modification agreement, or other instrument evidencing the indebtedness to which this Agreement refers, and to include such instrument, whether originally made and delivered, or assigned and/or endorsed to the current mortgagee.

b. The word "Security Instrument" shall be construed to mean mortgage, deed of trust, deed to secure debt, or other instrument securing the indebtedness referred to in this Agreement, whether originally made and delivered to the current mortgagee or made and delivered to some other mortgagee and purchased and now owned by the current mortgagee by virtue of an assignment.

c. The word "foreclosure" shall be construed to mean any procedure allowed by the law of the jurisdiction in which the Real Property is situated, by virtue of which the Real Property may be subjected to sale, and/or the equity of redemption of the owner is extinguished, for default under any of the terms of the Note or Security Instrument.

d. The "Borrower" referred to in this Agreement may be an original maker of the note or any person obligated thereon by endorsement, assumption of the debt, or otherwise;

e. In this Agreement, the singular includes the plural, and the plural includes the singular, as the case may be. If this Agreement is executed by more than one person, as Assuming Party, the obligations of each such person under this Agreement shall be joint and several.

f. This Agreement is intended to bind JP Morgan Chase Bank, N.A., the current note holder and mortgagee (if other than JP Morgan Chase Bank, N.A.), Borrower and Assuming Party and oblige and/or benefit their respective heirs, legatees, devisees, administrators, legal representatives, executors, successors and assigns, as the case may be.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in a manner and form sufficient to bind them as of the day and year first stated above.

Signed and Acknowledged
in the Presence of:

JP Morgan Chase Bank, N.A.:

JP Morgan Chase Bank, N.A.

~~Scott G. Bels~~
Michael Brent

By: Hung-Lin Tseng
Title: Assistant Secretary

STATE OF Ohio)

COUNTY OF Franklin)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and Parish aforesaid to take acknowledgments, personally appeared [Hung-Lin Tseng] well known to me to be the Assistant Secretary of JP Morgan Chase Bank, N.A., a New Jersey corporation, and that he/she acknowledged executing the foregoing Assumption Agreement With Release and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of January, 2005.



Bonnie Jones
Notary Public - State of Ohio
My Commission Expires
December 25, 2006

Bonnie Jones
Notary Public

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My Commission Expires:

Assuming Party:

Carlos E. Robles

Carlos E. Robles

Nicole Robles

Nicole Robles

STATE OF IL)
COUNTY OF Cook)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgment, personally appeared Carlos E. Robles; Nicole Robles, as **Assuming Party**, who executed the foregoing instrument, and acknowledged that he/she/they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of Sept, 2005

Maria Torres

Notary Public
My Commission Expires:



PROPERTY OF COOK COUNTY CLERK'S OFFICE