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[Loan No.0083062927]

RECORDING REQUESTED BY:

Washington Mutual Bank
1201 Third Avenue
Seattle, Washington 98101

WHEN RECORDED MAIL TO:

Washington Mutual Bank
c/o Glenn E Heilizer
Law Offices of Glenn E. Heilizer
Five North Wabash Avenue
Suite 1304
Chicago, Illinois 60602



Doc#: 0603745033 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/06/2006 09:40 AM Pg: 1 of 5

**AGREEMENT CANCELING ERRONEOUSLY RECORDED SATISFACTION
AND REINSTATING MORTGAGE AND PROMISSORY NOTE**

THIS AGREEMENT CANCELING ERRONOUSLY RECORDED SATISFACTION AND REINSTATING MORTGAGE AND PROMISSORY NOTE ("Agreement") is made and effective as of this 3 day of February, 2006, by and among GABRIELA SIMION, A/K/A GABRIELA DUMITRU, A/K/A GABRIELA SIMION DUMITRU ("Simion"), mortgagor, and WASHINGTON MUTUAL BANK ("Washington Mutual"), mortgagee. Simion and Washington Mutual Bank are collectively referred to below as "Parties."

RECITALS

A. On, March 18, 2004, Simion made, executed and delivered that certain Mortgage ("Mortgage"), which was recorded on April 12, 2004, in the Office of the County Recorder of Cook County, State of Illinois, as Document No. 0410329057 securing a promissory note (hereinafter the "Note") dated March 18, 2004 (the "Loan") in favor of Washington Mutual, and covering the following described real property (the "Property"):

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED
HEREIN BY REFERENCE**

Hereinafter, all documents described as "recorded" shall be deemed recorded in the official records of the Office of the County Recorder, of Cook County, State of Illinois.

B. Simion is the current owner of the Property.

C. As a result of an error, inadvertence and mistake, and for no consideration, a full satisfaction (hereafter "Satisfaction") of the Mortgage was executed on September 14, 2005, and recorded on September 22, 2005 as Document No. 0526521259. The Satisfaction was, at all

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times, and is hereby declared by the Parties executing this Agreement, to be a void instrument, in that the Satisfaction was recorded in error.

D. The Mortgage, Note, Loan and Satisfaction are incorporated herein by this reference.

E. Simion, on the one hand, and Washington Mutual, on the other hand, both desire to cancel said Satisfaction and reaffirm and reinstate the Mortgage as a valid lien on the Property, and reaffirm and reinstate the Note and Loan, to the same extent, force, priority and effect, as though the Satisfaction had never been issued and recorded. The Parties further desire to set forth in this Agreement certain representations, warranties, covenants, conditions and agreements.

STATEMENT OF AGREEMENT

In consideration of the foregoing recitals, the mutual covenants contained herein, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Reinstatement of The Mortgage, Note and Loan.** Simion, on the one hand, and Washington Mutual, on the other hand, do hereby rescind the Satisfaction and do hereby reinstate the Mortgage, the Note and the Loan in full force, effect and priority from the respective dates of those instruments.
2. **Grant of Power of Sale to Mortgagee.** Simion does hereby mortgage, grant and convey the Property to Washington Mutual, with power of sale, to secure to Washington Mutual: (i) the repayment of the Loan, and all renewals extensions, and modifications of the Note; (ii) the performance of Simion's covenants and agreements under the Mortgage, Note, and herein; (iii) the performance of all agreements of Simion to pay fees and charges arising out of the Loan whether or not herein set forth; and (iv) all terms and conditions of the Mortgage, including this Agreement, with all the same force, effect, extent and purpose as the Property was originally granted and conveyed to Washington Mutual under the Mortgage.
3. **Endorsement.** Simion is hereby authorized and directed to endorse a memorandum hereof on the Mortgage, Note and Loan.
4. **Promissory Note and Loan Balance.** The Parties agree that the Loan is current through February 1, 2006 and the unpaid principal balance of the Note through February 1, 2006 is \$56,920.51.
5. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the Parties.
6. **Recitals.** The Recitals set forth at the beginning of this Agreement are hereby acknowledged by the Parties hereto to be an integral part of this Agreement and are, by this reference, deemed to be in full force and effect as part of this Agreement.

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7. **Cooperation Among the Parties.** Each Party shall cooperate fully in the execution of any and all documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date set forth opposite their respective name.

MORTGAGOR: GABRIELA SIMION, A/K/A
GABRIELA DUMITRU, A/K/A
GABRIELA SIMION DUMITRU

Date: 2-03-06

Gabriela Dumitru
MORTGAGOR

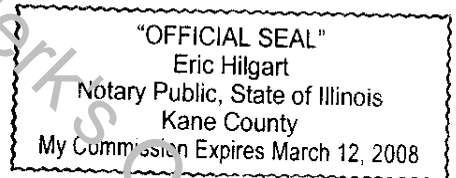
MORTGAGEE: WASHINGTON MUTUAL BANK

Date: 2-6-06

By: *Glenn Hopp*
Its Attorney

ACKNOWLEDGMENT

STATE OF Illinois)
) ss.
COUNTY OF Kane)



On February 3rd, 2006, before me, Eric Hilgart,
Notary Public, personally appeared Gabriela Simion,
known to me or proved to me on the basis of satisfactory evidence, to be the person whose name
is subscribed to the within instrument and acknowledged to me that she executed the same in her
authorized capacity, and that by her signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Eric Hilgart
Notary Public
My commission expires: 03/12/08


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ACKNOWLEDGMENT

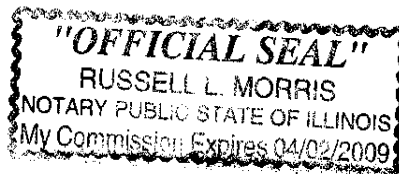
STATE OF Illinois)
) ss.
COUNTY OF _____

On FEB 6TH, 2006, before me, Russell L. MORRIS
Notary Public, personally appeared Glenn Heilizer,
known to me or proved to me on the basis of satisfactory evidence, to be the person whose name
is subscribed to the within instrument and acknowledged to me that she executed the same in her
authorized capacity, and that by her signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Notary Public
My commission expires: _____



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EXHIBIT A

LOT 44 IN PAIR OAKS UNIT NO. 2, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1959 AS DOCUMENT NO. 17545002, IN COOK COUNTY, ILLINOIS.

Assessor's /Tax ID No.: 06-23-116-001-0000

Property Address: 9 Timber Trail, Streamwood, Illinois 60107

Property of Cook County Clerk's Office