

# UNOFFICIAL COPY



0605515164

[Loan No. 3045157421]

**RECORDING REQUESTED BY:**

Washington Mutual Bank, FA  
1201 Third Avenue  
Seattle, Washington 98101

**Doc#:** 0605515164 **Fee:** \$34.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/24/2006 02:59 PM Pg: 1 of 6

**WHEN RECORDED MAIL TO:**

Washington Mutual Bank  
c/o Michael A. Lawder, Esq.  
Anderson & Gilbert  
Suite 704  
515 Olive Street  
St. Louis, Missouri 63101

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

THIS AGREEMENT RESCINDING FULL SATISFACTION AND REINSTATING MORTGAGE AND PROMISSORY NOTE (the "Agreement") is made and effective as of this 14<sup>th</sup> day of January, 2006 by and among TIMOTHY J. CALKINS and MICHELLE L. CALKINS ("Calkins"), borrower, and, WASHINGTON MUTUAL BANK, ("Washington Mutual")

RECITALS

A. On, May 16, 2003, Calkins made, executed and delivered that certain Mortgage ("Mortgage"), which was recorded on June 5, 2003, in the Office of the County Recorder of Cook County, State of Illinois, as Instrument No. 0315641251 securing a promissory note (hereinafter the "Note") dated May 16, 2003 (the "Loan") in favor of Washington Mutual, and covering the following described real property:

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

and, commonly known as 650 North Nixon Avenue, Chicago, Illinois 60631 (hereafter "the Property"). 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. Calkins is the current owner of the Property.

C. As a result of an error, inadvertence and mistake, a full Satisfaction (hereafter "Satisfaction") of the Mortgage was executed on April 18, 2005, and recorded on April 18, 2005 as Instrument No. 0510821113. The Full Satisfaction was, at the time of execution, and is

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P6  
MY  
SMF  
SO

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

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

E. Calkins, and Washington Mutual, desire to cancel said Full 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 said Full 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, and the mutual covenants contained herein and for other good and valuable consideration, receipt and sufficiency is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Reinstatement of The Mortgage.** The Parties do hereby rescind the Full Satisfaction and do hereby reinstate the Mortgage, the Note and the Loan in full force, effect and priority from the respective dates thereof.
2. **Grant of Power of Sale to Mortgagee** Calkins does hereby grant and convey the property to Washington Mutual, together with the Power of Sale and subject to all the 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 the original Mortgagee under the Mortgage.
3. **Endorsement.** Calkins 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 as of 1/1/06 and the unpaid principal balance of the Note as of 1/1/05 is \$207,643.25. The next due date is 1/01/2006 and \$208,834.56 will be the balance.
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.
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.

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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: TIMOTHY CALKINS**

Date: January 14, 2006

*Timothy Calkins*  
MORTGAGOR

**MORTGAGOR: MICHELLE CALKINS**

Date: January 14, 2006

*Michelle Calkins*  
MORTGAGOR

Date: February 2, 2006

**WASHINGTON MUTUAL BANK**

By: *[Signature]*  
Its vice President

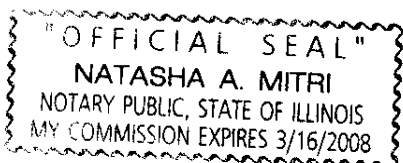
### ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On January 14, 2006, before me, Natasha A Mitri,  
Notary Public, personally appeared Timothy Calkins & Michelle Calkins 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.

*Natasha A Mitri*



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Notary Public

My commission expires: 3/16/2008

### ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On January 14, 2006, before me, Natasha A. Mitri,  
Notary Public, personally appeared Timothy Calkas & Michelle Calkas, 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.



Natasha A. Mitri  
Notary Public

My commission expires: 3/16/2008

### ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On January 14, 2006, before me, Natasha A. Mitri,  
Notary Public, personally appeared Michelle Calkas, 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.



Natasha A. Mitri  
Notary Public

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## ACKNOWLEDGMENT

STATE OF Florida )  
 ) ss.  
COUNTY OF Duval )

On February 2, 2006, before me, Kathryn E. Baird, Notary Public, personally appeared D. Saunders, 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 he/she executed the same in her authorized capacity, and that by his/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.



**Kathryn E. Baird**  
Commission # DD382324  
Expires December 28, 2008  
Bonded Troy Fair - Insurance, Inc. 800-385-7019

Kathryn E. Baird  
Notary Public

My commission expires: 12/28/2008

## ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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 he/she executed the same in her authorized capacity, and that by his/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: \_\_\_\_\_

# UNOFFICIAL COPY

My commission expires: \_\_\_\_\_

## EXHIBIT A

**LOT 8 (EXCEPT THE NORTH 20 FEET) AND ALL OF LOT 9 IN BLOCK 1 IN LINDSTROM AND MALSTEDT ADDITION TO NORWOOD PARK, BEING A SUBDIVISION OF LOTS 9, 10 AND 11 IN FREDERICK EBINGER'S SUBDIVISION OF 67.90 ACRES OF THE SOUTHWEST QUARTER OF SECTION 31, IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**Assessor's /Tax ID No.: 10-31-302-058**

**Property Address: 6530 North Nixon Avenue, Chicago, Illinois 60631**

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Property of Cook County Clerk's Office