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[Loan No.0055678809]

RECORDING REQUESTED BY:

Washington Mutual Bank
1301 Second Avenue
Seattle, Washington 98101

WHEN RECORDED MAIL TO:

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



Doc#: 0703234032 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/01/2007 09:21 AM Pg: 1 of 6

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

THIS AGREEMENT CANCELING ERRONEOUSLY RECORDED SATISFACTION AND REINSTATING MORTGAGE AND PROMISSORY NOTE ("Agreement") is made and effective as of this 29 day of January, 2007, by and among KATHLEEN A. MAYBAUM-MILLER AND DAVID L. MILLER, mortgagors, and WASHINGTON MUTUAL BANK ("Washington Mutual"), mortgagee. Kathleen A. Maybaum-Miller, David L. Miller, and Washington Mutual Bank are collectively referred to below as "Parties."

RECITALS

A. On, June 25, 2002, Kathleen A. Maybaum-Miller and David L. Miller, a married couple, made, executed and delivered that certain Mortgage ("Mortgage"), which was recorded on August 8, 2002, in the Office of the County Recorder of Cook County, State of Illinois, as Document No. 0020871441 securing a promissory note (hereinafter the "Note") dated June 25, 2002 (the "Loan") in favor of Chicago Financial Services, Inc., predecessor-in-interest to 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. Kathleen A. Maybaum-Miller and David L. Miller are the current owners 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 November 9, 2006, and recorded on December 4, 2006 as Document No. 0633817030. 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. Kathleen A. Maybaum-Miller and David L. Miller, 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.** Kathleen A. Maybaum-Miller and David L. Miller, 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.** Kathleen A. Maybaum-Miller and David L. Miller do 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 Kathleen A. Maybaum-Miller's and David L. Miller's covenants and agreements under the Mortgage, Note, and herein; (iii) the performance of all agreements of Kathleen A. Maybaum-Miller and David L. Miller 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.** Kathleen A. Maybaum-Miller and David L. Miller are 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 at least through January 1, 2007 and the unpaid principal balance of the Note through January 1, 2007 is \$68,445.04.
5. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the Parties.

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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.

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.

MORTGAGORS: KATHLEEN A. MAYBAUM-MILLER

Date: 1-29-07

Kathleen A. Maybaum-Miller
MORTGAGOR

DAVID L. MILLER

Date: 1-29-07

David L. Miller
MORTGAGOR

MORTGAGEE: WASHINGTON MUTUAL BANK

Date: 2-1-07

By: Glenn E. Heilizer
Its attorney
Glenn E. Heilizer

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ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook) ss.

On 1/29, 2007, before me, Priscilla N. Newman,
Notary Public, personally appeared David L. Miller,

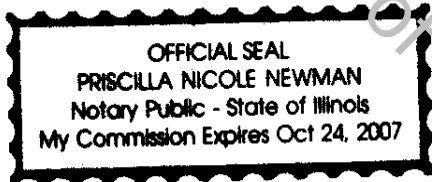
known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Priscilla N. Newman

Notary Public

My commission expires: 10-24-07



ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook) ss.

On 1/29, 2007, before me, Priscilla N. Newman,
Notary Public, personally appeared Kathleen H. Malbaum-Miller,

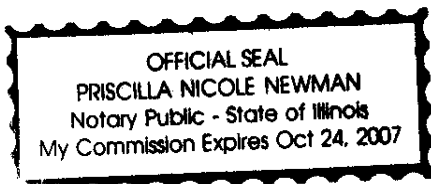
known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Priscilla N. Newman

Notary Public

My commission expires: 10-24-07



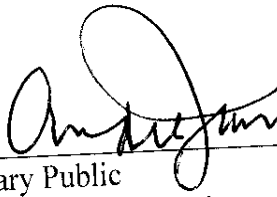
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STATE OF Illinois)
COUNTY OF Cook) ss.

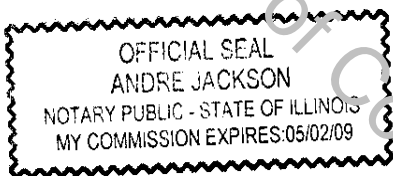
On 2-1, 2007, before me, Andre' Jackson,
Notary Public, personally appeared Glen Heizer,
known to me or proved to me on the basis of satisfactory evidence, to be the person whose name
is subscribed to the within instrument and acknowledged to me that he executed the same in his
authorized capacity, and that by his 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: 5-2-2009



Property of Cook County Clerk's Office

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EXHIBIT A

LOT 52 IN BLOCK 17, IN THE ORIGINAL TOWN OF PULLMAN, BEING A
SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 37
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF
INDIAN BOUNDARY LINE AND EAST OF THE RIGHT OF WAY OF THE ILLINOIS
CENTRAL RAILROAD IN COOK COUNTY, ILLINOIS.

Assessor's /Tax ID No.: 25-22-226-008

Property Address: 11415 S. FORRESTVILLE AVENUE, CHICAGO, IL 60628

Property of Cook County Clerk's Office