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[Loan No. 0080682362]

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 Offices of Glenn E. Heilizer
Five North Wabash Avenue
Suite 1304
Chicago, Illinois 60602



Doc#: 0708745078 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/28/2007 12:11 PM Pg: 1 of 8

**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 ___ day of March, 2007, by and among STEVEN LURIE AND DEREK LURIE, mortgagors, and WASHINGTON MUTUAL BANK, mortgagee. Steven Lurie, Derek Lurie, and Washington Mutual Bank are collectively referred to below as "Parties."

RECITALS

A. On, September 24, 2003, Steven Lurie and Derek Lurie, as tenants in common, made, executed and delivered that certain Mortgage ("Mortgage"), which was recorded on September 24, 2003, in the Office of the County Recorder of Cook County, State of Illinois, as Document No. 0330035141 securing a promissory note (hereinafter the "Note" dated September 24, 2003 (the "Loan") in favor of Washington Mutual Bank, 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. Steven Lurie and Derek Lurie 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 February 9, 2007, and recorded on March 7, 2007 as Document No. 0706656042. The Satisfaction was, at all times,

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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. Steven Lurie and Derek Lurie, on the one hand, and Washington Mutual Bank, 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.** Steven Lurie and Derek Lurie, on the one hand, and Washington Mutual Bank, 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.** Steven Lurie and Derek Lurie do hereby mortgage, grant and convey the Property to Washington Mutual Bank, with power of sale, to secure to Washington Mutual Bank: (i) the repayment of the Loan, and all renewals extensions, and modifications of the Note; (ii) the performance of Steven Lurie's and Derek Lurie's covenants and agreements under the Mortgage, Note, and herein; (iii) the performance of all agreements of Steven Lurie and Derek Lurie 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 Bank under the Mortgage.
3. **Endorsement.** Steven Lurie and Derek Lurie hereby authorize and direct Washington Mutual Bank 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 April 1, 2007 and the unpaid principal balance of the Note through April 1, 2007 is \$440,075.92.
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.

MORTGAGORS: STEVEN LURIE

Date: 3/23/07

Steven Lurie
MORTGAGOR

DEREK LURIE

Date: 3/23/07

Derek Lurie
MORTGAGOR

MORTGAGEE: WASHINGTON MUTUAL BANK

Date: 3/28/07

By: [Signature]
Its attorney

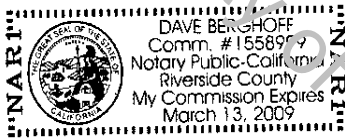
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ACKNOWLEDGMENT

STATE OF California)
COUNTY OF RIVERSIDE) ss.

On MARCH 23RD, 2007, before me, DAVE BERGHOFF,
Notary Public, personally appeared STEVEN LUTZ,
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.



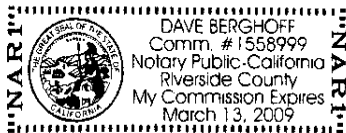
Dave Berghoff
Notary Public
My commission expires: 3-13-2009

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.

On MARCH 23RD, 2007, before me, DAVE BERGHOFF,
Notary Public, personally appeared STEVEN LUTZ,
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.



Dave Berghoff
Notary Public
My commission expires: 3-13-2009

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ACKNOWLEDGMENT

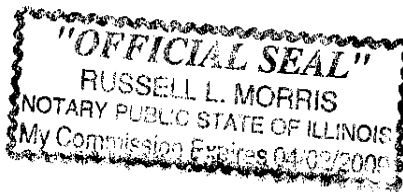
STATE OF Illinois)
) ss.
COUNTY OF Cook)

On March 28, 2007, before me, Russell Morris,
Notary Public, personally appeared Glenn E 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 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: _____



Property of Cook County Clerk's Office

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EXHIBIT A

LOT 32 IN MUELLER SUBDIVISION IN THE NORTHWEST ¼ OF NORTHWEST ¼ OF NORTHEAST ¼ OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Assessor's /Tax ID No.: 14-30-205-033-0000

Property Address: 1926 WEST BARRY AVE, CHICAGO, IL 60657

Property of Cook County Clerk's Office