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Doc# 0902308041 fee: \$80.00
Date: 01/23/2009 08:43 AM Pg: 1 of 5
Cook County Recorder of Deeds
*RLSP FEE \$10.00 Applied

LOAN NUMBER: 1960059340 MIN: 100013900778564900
PREPARED BY: Alex Levitina
AFTER RECORDING, RETURN TO:
CHASE HOME LOANS, P.O. BOX 8000
MONROE, LA 71211

RETURN TO:
WORLDWIDE RECORDING, INC.
9801 LEGLER RD
LENEXA, KS 66219
1-800-316-4682

ASSUMPTION AGREEMENT WITH RELEASE

09NR00083

THIS AGREEMENT, made this 13th day of December, 2008, by and between Mortgage Electronic Registration Systems, Inc. (MERS[®]) as nominee for 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 Richard L. Travolta, whose address is

327 1/2 Lincoln Ave Woodstock, IL 60098
the seller of the Real Property described below (hereinafter called "Borrower"); and Sonia Travolta, whose address is 805 Coventry Place, Wheeling, IL 60090, purchaser of the Real Property described below (hereinafter called "Assuming Party").

WITNESSETH:

WHEREAS, Borrower is currently obligated on a note ("Note") dated May 28, 2004 in the original amount of \$156,650.00 in favor of IRWIN MORTGAGE CORPORATION (the "Original Lender") and MERS (Mortgage Electronic Registration Systems, Inc.) as mortgagee; and Mortgage recorded on 06/14/04 as Document No. 0416627027 in Cook County, Illinois.

WHEREAS, the Note was secured by an interest in real property and improvements ("Real Property") at 805 Coventry Place, Wheeling, Illinois 60090 being more particularly described as

PIN# 03-03-400-063-1054
SEE ATTACHED LEGAL DESCRIPTION.

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 December 11, 2008, Note has a principal balance of \$147,186.94, plus interest at the rate of 6.00 % per annum from December 11, 2008, ("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. Release of Borrower. If it shall ever become necessary for JP Morgan Chase Bank, N.A. to take action to enforce the collection of the indebtedness due under the Note, by foreclosure or otherwise, JP Morgan Chase Bank, N.A. agrees that it will never institute any action, suit, claim or demand, in law or in equity, against Borrower, for or on account of any deficiency but shall, instead, look solely to the Assuming Party.

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;

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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.

PROPOSED
Cook County Clerk's Office

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Assuming Party:

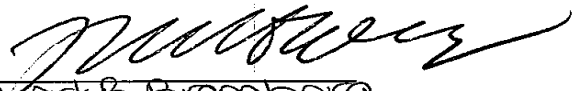


Sonia Travolta

STATE OF Illinois)
COUNTY OF Cook)

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

WITNESSES my hand and official seal in the County and State last aforesaid this 13 day of December, 2009



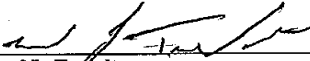
Robert B. Bromberg
Notary Public
My Commission Expires: 6/3/10



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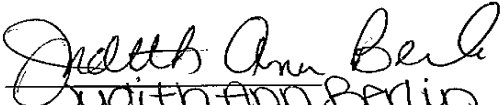
Borrower


Richard L. Travolta

STATE OF Illinois }
COUNTY OF McHenry }

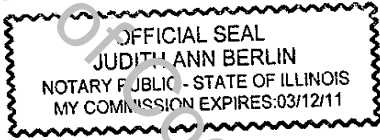
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Richard L. Travolta, as Borrower(s), who executed the foregoing instrument, and acknowledged that he/she/they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of December, 2008


Judith Ann Berlin
Notary Public

My Commission Expires:

3/12/11



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LEGAL DESCRIPTION

UNIT 102B IN CHELSEA COVE CONDOMINIUM NO. 1, AS DELINEATED ON SURVEY OF PART OF LOT 1 OF CHELSEA COVE, A SUBDIVISION OF PART OF LOTS 5 TO 7, TAKEN AS A TRACT, IN OWNER'S SUBDIVISION OF BUFFALO CREEK FARM, BEING A SUBDIVISION OF PART OF SECTIONS 2, 3, 4, 9 AND 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WHEELING, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 31, 1973 AS DOCUMENT NUMBER 22205368, IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 77166, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22804309, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDED OF EACH SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY, ALL IN COOK COUNTY, ILLINOIS.

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