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Doc#: 0902308228 fee: \$60.00
Date: 01/23/2009 02:05 PM Pg: 1 of 8
Cook County Recorder of Deeds
*RHSP FEE \$10.00 Applied

39779137

[SPACE ABOVE THIS LINE FOR RECORDING]

TITLE(S) OF DOCUMENT
OR JOINT SURVIVOR

ASSUMPTION AGREEMENT, MORTGAGE
MODIFICATION AND CONSENT TO TRANSFER

DATE OF DOCUMENT:

JANUARY 6, 2009

GRANTOR(S):

NEWTON AND LUNGU LIMITED PARTNERSHIP

GRANTOR'S ADDRESS :

10001 SOUTH 81ST STREET
PALOS HILLS , IL 60465

GRANTEE:

NATIONAL CITY BANK

GRANTEES ADDRESS:

2121 SOUTH MANNHEIM ROAD
WESTCHERSTER IL 60154

FULL LEGAL DESCRIPTION

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(8)

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**ASSUMPTION AGREEMENT, MORTGAGE MODIFICATION
 AND CONSENT TO TRANSFER**

THIS ASSUMPTION AGREEMENT, MORTGAGE MODIFICATION AND CONSENT TO TRANSFER ("**Agreement**") is dated effective as of September 1, 2008, by and among Avram Lungu, Ana Lungu, Harold E. Newton, ("**New Borrower**"), whose current mailing address is 10001 South 81st Street, Palos Hills, IL 60465, and NATIONAL CITY BANK, successor by merger to MidAmerica Bank, FSB, a national banking association, whose current mailing address is 2121 South Mannheim Road, Westchester, IL 60154 ("**Lender**").

WHEREAS, Lender agreed to lend to Newton & Lungu Limited Partnership, an Illinois limited liability partnership ("**Original Borrower**") an amount not to exceed two hundred fifty thousand four hundred and 00/100 Dollars (\$250,400.00) ("**Loan**"), which Loan was evidenced by a certain promissory note dated June 27, 2002 ("**Note**") and secured according to the terms of a certain real estate mortgage from Original Borrower to Lender dated June 27, 2002, and recorded as Instrument No. 0020781012 in the Recorder's Office of Cook County, Illinois, as amended by a mortgage modification dated July 12, 2005 recorded as Instrument No. 0522412010 in the Recorder's Office of Cook County, Illinois,

("Mortgage") covering certain real property described on **Exhibit A** which is attached hereto and incorporated herein by reference (the "**Mortgaged Property**") (the said Note, Mortgage and any other instrument or document given in connection with or to secure the Loan being collectively referred to as the "**Loan Documents**"); and

WHEREAS, the outstanding principal balance of the Note is, as of the date of this Agreement, two hundred thirty thousand two hundred twenty three and 95/100 Dollars (\$230,223.95); and

WHEREAS, the Mortgaged Property has been conveyed, or is being conveyed contemporaneously herewith, by recorded deed to New Borrower subject to the Mortgage; and

WHEREAS, New Borrower has agreed to assume all liabilities to Lender under the Loan Documents and has requested that Lender (a) consent to the transfer of the Mortgaged Property by Original Borrower to New Borrower; (b) release Original Borrower from any further liability to Lender under the Loan Documents; and (c) modify certain provisions of the Mortgage; and

WHEREAS, Lender has agreed to New Borrower's requests.

NOW, THEREFORE, in consideration of the foregoing promises and the covenants contained herein, the parties hereto agree as follows:

1. **Assumption of Liability by New Borrower.** New Borrower hereby agrees to assume any and all obligations and liabilities to Lender under the terms and conditions of the Loan Documents as though New Borrower had executed the Loan Documents on the date that the said Loan Documents were originally executed. New Borrower acknowledges that the Note contains provisions providing for confession of judgment against the maker thereof. New Borrower acknowledges that the Note contains provisions providing for confession of judgment against the maker thereof.
2. **Liability of New Borrower.** New Borrower hereby ratifies and reconfirms New Borrower's obligations and all liability to Lender under the terms and conditions of the Loan Documents and acknowledges that New Borrower has no defenses to or rights of set-off against New Borrower's obligations and all liability to Lender thereunder. New Borrower further acknowledges that Lender has performed all of Lender's obligations under the Loan Documents.

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3. **Consent to Transfer of Mortgaged Property.** Lender hereby consents to the transfer of the Mortgaged Property to New Borrower, subject to the lien of the Mortgage and any other instrument, agreement or document previously executed and delivered to Lender in connection therewith and without otherwise waiving any prohibitions with regard to further transfers as may be contained in any of the Loan Documents or any other rights on the part of Lender. The whole of the Mortgaged Property shall be subject to the lien of the Mortgage and nothing contained herein shall affect the lien of the Mortgage or its priority over any other lien or encumbrance.
 4. **Modification of Mortgage.** The Mortgage is hereby modified to provide that any reference therein to Grantor or Borrower shall hereafter mean, and shall hereafter be a reference to, New Borrower and/or each of them, jointly and severally. As used in the Mortgage, the term "Indebtedness" is hereby amended and/or clarified to include, and the Mortgage shall secure, (a) all sums due or to become due under the Note, and any and all extensions, renewals, modifications and substitutions of the Note, including without limitation a certain promissory note dated June 27, 2002, in the original amount of \$250,400.00 given or to be given by New Borrower to Lender to refinance the unpaid balance owing on the Note, and (b) any and all other obligations and indebtedness of New Borrower or third parties, to Lender, all as more fully described in said definition in the Mortgage.
 5. **Release of Original Borrower.** Subject to the provisions of Sections 6 and 7, Lender hereby releases and discharges Original Borrower from any liability to Lender under the Loan Documents.
 6. **Ratification of Loan Documents.** The Loan Documents, including such modifications and amendments as are contained herein and therein, are in all respects ratified and confirmed by the parties hereto and incorporated by reference herein, and each of the Loan Documents and this Agreement shall be read, taken and construed as one and the same instrument. New Borrower further acknowledges and agrees that all security agreements, financing statements, documents, instruments, certificates, affidavits and other security documents taken as collateral for the Note are intended to and shall continue to secure the Loan and shall remain in full force and effect. New Borrower shall execute and deliver to Lender, as and when requested from time to time by Lender, any and all documents, instruments and agreements required or desired by Lender to evidence, confirm, preserve, protect or perfect Lender's lien on any of the collateral described in any of the Loan Documents and/or New Borrower's continuing liability for its Indebtedness.
 7. **Successors and Assigns.** This Agreement shall be binding upon all heirs, successors and assigns with respect to the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
 8. Borrower hereby authorizes any attorney at law at any time or times to appear in any state or federal court of record in the United States of America after all or any part of the obligations evidenced by this Note shall have become due, whether by lapse of time, acceleration, or otherwise, and in each case to waive the issuance and service of process, to present to the court this Note and any other writing (if any) evidencing the obligation or obligations in question, to admit the due date thereof and the nonpayment thereof when due, to confess judgment against Borrower in favor of Bank for the full amount then appearing due, together with interest and costs of suit (including, but not limited to, attorneys' fees), and thereupon to release all errors and waive all rights of appeal and any stay of execution. The foregoing warrant of attorney shall survive any judgment, it being understood that should any judgment against Borrower be vacated for any reason, Bank may nevertheless utilize the foregoing warrant of attorney in thereafter obtaining one or more additional judgments against Borrower. Borrower hereby waives and releases any and all claims or causes of action which Borrower might have against any attorney acting under the terms of the authority which Borrower has granted herein arising out of or connected with the confession of any judgment. Should Borrower enter an appearance in such cause of action and commence

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any proceeding to open or vacate a judgment taken by confession hereunder and seek to defend against that judgment, Borrower shall be liable for and hereby agrees to pay all additional expenses of Bank including attorneys' fees, expenses and court costs incurred in connection with the collection of the obligations evidenced by this Note and all costs of any nature incurred by Bank under any of the Related Writings.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

Borrower:

By: *Avram Lungu*
Avram Lungu

By: *Ana Lungu*
Ana Lungu

By: *Harold E. Newton*
Harold E. Newton

Lender:

NATIONAL CITY BANK,
a national banking association

By: *Eric Westerhoff*
Eric Westerhoff
Title: *Business Banking Officer*

STATE OF ILLINOIS)
) SS.
COUNTY OF *Cook*)

On this *19* day of *December* in the year *2008*, before me personally appeared Avram Lungu, Ana Lungu and Harold E. Newton to me known to be the person(s) described in the foregoing instrument and who executed the same and (severally) acknowledged to me that they executed the foregoing instrument as his/her/their free and voluntary act.

IN TESTIMONY, I set my hand and official seal this *19* day of *December*, 20*08*.

Christina R. Laggos
Notary Public
Christina R. Laggos



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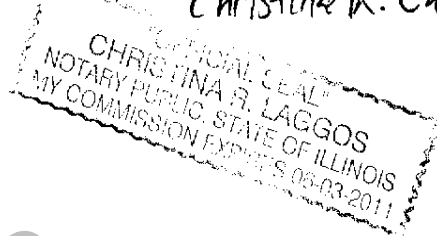
STATE OF ILLINOIS)

COUNTY OF Cook) SS.

BEFORE ME, a Notary Public in and for said County and State, personally appeared Eric Westerhoff, in his capacity as BUSINESS BANKING OFFICER of NATIONAL CITY BANK, a national banking association, who acknowledged that he did sign the foregoing for and on behalf of such association, with all necessary power and authority to do so, and that the same is the free act and deed of such association and is the free act and deed of each such individual personally and in the capacity hereinbefore set forth.

IN TESTIMONY, I set my hand and official seal this 19 day of December, 2008.

Christina R. Laggos
Notary Public
Christina R. Laggos



THIS DOCUMENT DRAFTED BY:

Michelle Hayes
c/o National City Bank
Westchester
2121 S. Mannheim Rd
Westchester, IL 60154

WHEN RECORDED RETURN TO:

National City Bank
Small Business Banking
Attn: Doc Review 01-7527
23000 Millcreek Blvd
Highland Hills, OH 44122

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STATE OF ILLINOIS)
COUNTY OF Will) SS.

BEFORE ME, a Notary Public in and for said County and State, personally appeared Eric Westerhoff, in his capacity as BUSINESS BANKING OFFICER of NATIONAL CITY BANK, a national banking association, who acknowledged that he did sign the foregoing for and on behalf of such association, with all necessary power and authority to do so, and that the same is the free act and deed of such association and is the free act and deed of each such individual personally and in the capacity hereinbefore set forth.

IN TESTIMONY, I set my hand and official seal this 6 day of January, 2019.



Sean M. Smith
Notary Public
Sean M. Smith

THIS DOCUMENT DRAFTED BY:
Michelle Hayes
c/o National City Bank
Westchester
2121 S. Mannheim Rd
Westchester, IL 60154

WHEN RECORDED ~~RETURN~~ TO:
National City Bank
Small Business Banking
Attn: Doc Review 01-7527
23000 Millcreek Blvd
Highland Hills, OH 44122

Notary Public of Cook County Clerk's Office

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EXHIBIT A

LOT 47 AND 48 IN BLOCK 6 IN MYER'S SUBDIVISION OF THE EAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 19-14-212-001-0001

Commonly known as 5601-03 S. Sawyer, Chicago, IL 60629

Property of Cook County Clerk's Office

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LUNGU IL
FIRST AMERICAN ELS
ASSUMPTION AGREEMENT AND MODIFIC
NATIONAL RECORDING - TEAM 1
Accommodation Recording Per Client Request

WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES, INC
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 1
Accommodation Recording Per Client Request

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