



PREPARED BY AND
WHEN RECORDED MAIL TO:

Doc#: 0934122020 Fee: \$78.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/07/2009 09:00 AM Pg: 1 of 7

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Washington Mutual Bank
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683
WMBCR L#: 625873071

SPACE ABOVE THIS LINE FOR RECORDER'S

MEMORANDUM OF ASSUMPTION AGREEMENT

THIS MEMORANDUM OF ASSUMPTION AGREEMENT (the "Memorandum"), made as of August 24, 2009, by and between Wen Tien Cheng ("Assuming Party"), James C. Cheng, Carol Nelson-Cheng, and Wen Tien Cheng ("Original Borrower") and JPMorgan Chase Bank, N.A. ("Lender"), is made with reference to the following facts and circumstances:

1. Lender is the beneficiary under that certain Mortgage (the "Security Instrument") executed by Original Borrower and recorded on July 14, 2006, in the Recorder's Office of Cook County, Illinois as Instrument No. 0619545131 encumbering the real property described as provided in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), which Security Instrument secures a loan (the "Loan") evidenced by a promissory note dated June 30, 2006, in the original principal sum of \$430,000.00 JPMorgan Chase Bank, N.A., is the purchaser (and current owner) of the Loan from the Federal Deposit Insurance Corporation as receiver for Washington Mutual Bank.
2. Assuming Party has acquired title to the Property and, in connection therewith, has agreed to execute the Memorandum.
3. James C. Cheng, Carol Nelson-Cheng, and Wen Tien Cheng ("Original Borrower") transferred the property without Lender consent on June 19, 2008 to Wen Tien Cheng ("Assuming Party"). This unconsented transfer is evidenced by a grant deed that was recorded in Cook County, IL document number 0817154004.
4. The Assumption Agreement (the "Agreement") of even date herewith referenced in the Memorandum is being executed and delivered by and among the Lender, Original Borrower and Assuming Party. The Agreement evidences the assumption of the Loan by Assuming Party.

(Remainder of page intentionally left blank)

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5. Pursuant to the Agreement, Assuming Party is assuming the Loan and all obligations under the Security Instrument or any other documents executed in connection with the Loan in accordance with the terms thereof. By recordation of this Memorandum, the Lender, Original Borrower and Assuming Party hereby acknowledge that the Original Borrower and Assuming Party are bound by the terms and conditions of the Security Instrument, and that the terms of the Agreement shall be deemed incorporated into the Security Instrument itself and shall be part of the Security Instrument. Original Borrower has not been released from the obligations under the Loan and the documents related thereto.

ASSUMING PARTY:

Wen Tien Cheng
Wen Tien Cheng

ORIGINAL BORROWER:

James C. Cheng
James C. Cheng

Carol Nelson-Cheng
Carol Nelson-Cheng

Wen Tien Cheng
Wen Tien Cheng

LENDER:

JPMorgan Chase Bank, N.A.

By Judy Martinez
Name **Judy Martinez**
Title **Vice President**

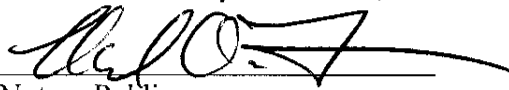
UNOFFICIAL COPY

Illinois Acknowledgment Form

STATE OF IL)
COUNTY OF Cook) ss.

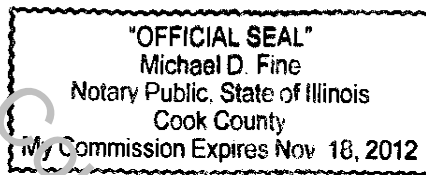
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James C. Cheng personally known to me to be the, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16 day of Sept, 2009.


Notary Public

My Commission Expires:

11-18-2012



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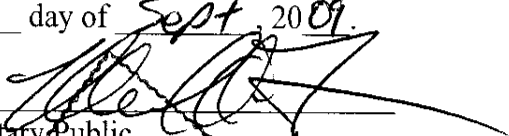
Illinois Acknowledgment Form

STATE OF IL)
) ss.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Carol Nelson-Cheng personally known to me to be the, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

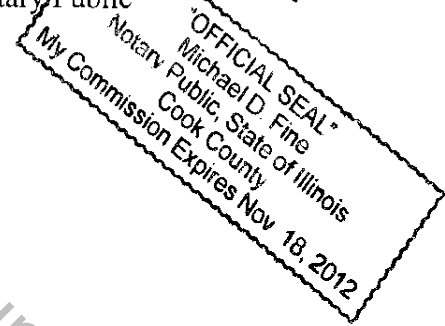
Given under my hand and notarial seal this 16 day of Sept, 2009.

Notary Public



My Commission Expires:

11-18-2012



Property of Cook County Clerk's Office

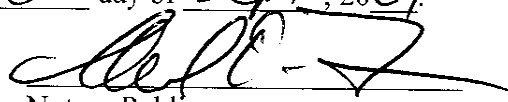
UNOFFICIAL COPY

Illinois Acknowledgment Form

STATE OF IL)
COUNTY OF Cook) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Wen TIEM CHENG personally known to me to be the, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16 day of Sept, 2009.


Notary Public

My Commission Expires:
11-18-2012



Property of Cook County Clerk's Office

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STATE of Texas
COUNTY of Dallas

Before me, Corie L. Derstine, a Notary Public in and for Dallas in the State of Texas, personally appeared Judy Martinez, VICE PRESIDENT, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17th day of September, 2009.

Corie L. Derstine

Name: Corie L. Derstine
Notary Expires: December 4, 2010



Property of Cook County Clerk's Office

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EXHIBIT A

Lot 1 in the Resubdivision of Lots 4, 5 and 6 in Block 2 in the Subdivision of Blocks 1 to 8 inclusive in Walter s. Dray's Additions to Oak Park, being a Subdivision of Lots 5, 6 and 7 of Lot 7 in the Subdivision of Section 18, Township 39 North, Range 13, East of the Third Principal Meridian, (except the West half of the Southwest quarter thereof) in Cook County, Illinois.

Tax Identification No.: 16-18-305-001

Street Address: 921 Garfield Street, Oak Park, IL 60304

LN# 625873071
Common address 921 Garfield St.
Oak Park, IL 60304

EXHIBIT A

Property of Cook County Clerk's Office