



Doc#: 1113612150 Fee: \$66.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 05/16/2011 01:52 PM Pg: 1 of 4

**ASSUMPTION AGREEMENT  
WITH RELEASE OF LIABILITY**

Loan Number 0109503102

This Assumption Agreement (The "Agreement") is made this 28 day of April 2011, by and between **JOSEPH WYSOCKI** and **VIRGINIA WYSOCKI** (the "Buyers") and Wells Fargo Bank, N.A., successors by merger to Wells Fargo Home Mortgage, Inc. (the "Lender").

**RECITALS**

The Lender is the holder of a promissory note (the "Note"), executed by **KEVIN WYSOCKI** and **JOSEPH WYSOCKI** and **VIRGINIA WYSOCKI** (the "Sellers") and dated the 31ST day of JULY, 2009, in the original principal amount of TWO HUNDRED SEVENTY-NINE THOUSAND FIVE AND 00/100ths Dollars (\$279,005.00), bearing interest on the unpaid balance thereof from time to time at the initial rate of FIVE AND ONE-EIGHTH (5.125) percent per annum from the date thereof, which principal and interest is initially payable in monthly installments of ONE THOUSAND FIVE HUNDRED NINETEEN AND 15/100ths Dollars (\$1,519.15), commencing on the first day of SEPTEMBER, 2009, with a maturity date of AUGUST, 2039, when entire principal balance and interest shall be due and payable.

The Note is secured by a first mortgage (the "Mortgage") executed by the Sellers and dated the 31ST day of JULY, 2009, on certain real property located in COOK County, ILLINOIS, legally described as follows:  
SEE ATTACHED

FIRST AM. TITLE

FIRST AMERICAN TITLE COMPANY  
27775 DIEHL RD., WARRENVILLE, IL 60555  
POLICY/RECORDING DEPT.

which Mortgage was duly recorded/filed on Aug 10 2009, in the office of the Recorder in and for COOK County, ILLINOIS as Document Number 0922213061

Contemporaneously with the execution of the Agreement the Sellers have conveyed to the Buyers all right, title and interest in the above described property.

The Mortgage provides that it may be assumed by subsequent purchasers of said real estate only with the approval of the Lender.

As part of the purchase price of the above described property the Buyers have agreed to assume and pay the indebtedness evidenced by the Note and to be bound by the obligations of the Mortgage, as amended by this Agreement.

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# UNOFFICIAL COPY

Upon such assumption the lender is willing to release the Sellers from all personal liability arising under the Note and Mortgage.

In consideration of their mutual promises the Buyers and the Lender hereby agree as follows:

1. The Buyers hereby assure and promise to pay all of the indebtedness evidenced by the Note as modified, and agree to be bound by and to perform all of the covenants of the Mortgage at the time and in the manner provided therein. The Buyers further agree that the above described property shall be held as security for any and all indebtedness of the Buyers evidenced by the Note otherwise secured by the Mortgage.
2. The Lender hereby approves the assumption provided for in the preceding paragraphs and releases the Sellers from all personal liability which may hereafter arise under the Note and Mortgage.
3. This agreement shall not waive Lender's rights with respect to giving its approval of any subsequent assumptions of the obligation evidenced by the Note and secured by the Mortgage / Deed of Trust.
4. Save as provided in the Agreement, the terms and provisions of said Note and Mortgage / Deed of Trust remain unchanged.

In witness whereof, Buyers have executed this Agreement.

*Joseph Wysocki*  
 \_\_\_\_\_  
 JOSEPH WYSOCKI

*Virginia Wysocki*  
 \_\_\_\_\_  
 VIRGINIA WYSOCKI

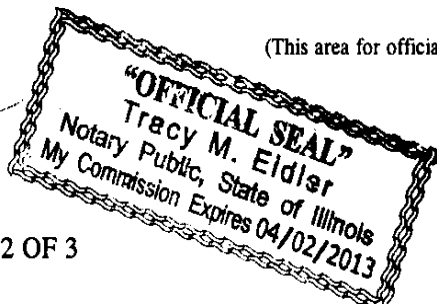
*POA TO Joseph Wysocki*  
 \_\_\_\_\_  
 \_\_\_\_\_

STATE OF IL )  
 ) s.s.  
 COUNTY OF DuPage )

On 4/28/11 before me, Tracy M. Eidler personally  
 appeared Joseph Wysocki and Virginia Wysocki by Joseph Wysocki her att in fact  
 personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Tracy M. Eidler*  
 My Commission Expires: 4/2/2013



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WELLS FARGO BANK, N.A., SUCCESSORS BY MERGER TO  
WELLS FARGO HOME MORTGAGE, INC.

\_\_\_\_\_  
Jeffrey J. Roy  
Assistant Vice President

\_\_\_\_\_  
Ann Hefty  
Vice President, Loan Documentation

STATE OF MINNESOTA )

COUNTY OF HENNEPIN )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public in and for said County and State, personally appeared Jeffrey J. Roy and Ann Hefty to me personally known, who being by me duly sworn did say that they are the Assistant Vice President and Vice President, Loan Documentation respectively of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the instrument was signed and sealed in behalf of said corporation, by authority of its Board of directors, and the said Jeffrey J. Roy and Ann Hefty acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
Commission Expires

WFB Loan Number 0109503102

This instrument was drafted by:

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc.  
MAC K3214-043  
Anchorage, Alaska 99503

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Order ID: 6437536  
Loan No.: 0109503102

## EXHIBIT A LEGAL DESCRIPTION

The following described property:

Parcel 1: Units 1R and P-2 in The Agatite Uptown Condominiums as depicted on the plat of survey of the following described real estate:

Lot 4 in Block 2 in John N. Young's Subdivision of Lot 1 in Superior Court Partition of the South 10 acres of the East 1/2 of the Nonneast 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Which plat of survey is attached as Exhibit C to the declaration of condominium ownership, recorded August 22, 2006, in the office of the recorder of deeds of Cook County, Illinois, as Document Number 0623432072, as amended from time to time, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Parcel 2: The exclusive right to the Storage Space Number S-3, a limited common element ("LCE"), as delineated on the plat of survey, and the rights and easements for the benefit of Unit 1R, as set forth in the declaration of condominium; the grantor reserves to itself, its successors and assigns, the rights and easements as set forth in the declaration for the remaining land described therein.

Assessor's Parcel Number: 14-17-228-028-1006 + 1011

Prepared By *[Signature]* Return to

*[Signature]*  
MAC 304-

*[Signature]*  
Joseph Virginia  
Vepoch  
1579 Culpepper Dr.  
Naperville  
IL  
60540