

11-3  
GIT (Account)  
10000648(1/1)

# UNOFFICIAL COPY

Assumption Agreement

AGREEMENT made on this 27 day November 2012  
by and between CENLAR FSB herein after referred to as "Mortgagee", MELANY  
MATIAS AND SCOTT BAKER JR hereinafter referred to as the "Mortgagor",  
MELANY MATIAS herein after referred to as "Assuming Grantee".

**WITNESSETH:**

*10000648 Account*

1. Mortgagee is the holder of a Note/Bond and Mortgage/Deed of Trust made by the Mortgagors dated 1/19/07 and recorded in the office of the Cook County in Book at Page(s) \_\_\_\_\_ or as Instrument Number, 070384-1016 covering premises known as: **2230 BREEZEWOOD TERRACE #17, HANOVER PARK, IL 60133**
2. There is due on said Note/Bond and Mortgage/Deed of Trust as of the date **NOVEMBER 2012** hereof the sum **\$113,228.72** together with interest from **OCTOBER 2012**
3. The said Mortgage/Deed of Trust provides that in the event of a sale or transfer of the mortgaged premises the unpaid principal indebtedness shall become due unless the prior consent of the Mortgagee shall be obtained.
4. In consideration of the agreement and undertaking of the Assuming Grantees assuming and agreeing to pay the Note/Bond and to perform the covenants and obligations of said Mortgage/Deed of Trust securing said Note/Bond, Mortgagee waives and relinquishes its right under the Mortgage/Deed of Trust to declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable by reason of the sale and transfer by the Mortgagors to the Assuming Grantees, it being understood and agreed that this waiver and relinquishment applies only to said sale or transfer and not to any future sale or transfer.
5. It is further understood and agreed that the Mortgagors are released of any liability in and under the above described Note/Bond and Mortgage/Deed of Trust, as amended hereby, and hereby consent to and agree to all of the terms of the herein described Note/Bond and Mortgage/Deed of Trust.
6. The Mortgagee, in consideration of the covenants in this agreement, has at the request of the Mortgagors, agreed to a transfer of the mortgaged premises to the Assuming Grantees subject to the following conditions:
  - A. The Assuming Grantees, their Successors or assigns, hereby covenant and agree that from and after this date, they shall be jointly and severally liable for and bound by each and all of the terms of the said Note/Bond and Mortgage/Deed of Trust in the same manner and to the same extent as if they had executed said instruments in the first instance.
  - B. All payments to the Mortgagee must be current at the time of transfer of title.

ALL PARTIES TO THIS AGREEMENT specifically undertake and agree that nothing in this agreement shall be understood or construed to amount to a satisfaction or release in whole or in part of said Note/Bond or impair the right of sale provided for under the terms of the Mortgage/Deed of Trust or other remedy provided by law for the foreclosure of the Mortgage/Deed of Trust by action or otherwise.

IT IS UNDERSTOOD AND AGREED that all terms and conditions of the above mentioned Note/Bond and Mortgage/Deed of Trust shall remain in full force and effect without change, except as hereinafter otherwise specifically provided and that this agreement applies only to this said sale of transfer.



Doc#: 1234047045 Fee: \$64.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/05/2012 12:05 PM Pg: 1 of 3

*3 pen*

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IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day first above written.

Mortgagee:

By: Mark Kelbaugh  
MARK KELBAUGH (FOR CENLAR FSB)

Witness: \_\_\_\_\_

State of NJ \_\_\_\_\_

County of MERCER \_\_\_\_\_

On this 1st day of Nov 20 12, before me, the Undersigned Notary Public in and for said County and State, personally appeared **MARK KELBAUGH** and, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within Instrument as Vice President and Assistant Secretary of the corporation that executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

NANCY KAMNIK-HOLLERAN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March 23, 2016

Nancy Kamnik-Holleran  
Notary Public

My Commission Expires \_\_\_\_\_

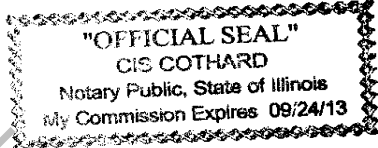
Mortgagors:

Melany Matias  
MELANY MATIAS  
Scott Baker Jr  
SCOTT BAKER JR

State of IL \_\_\_\_\_

County of COOK \_\_\_\_\_

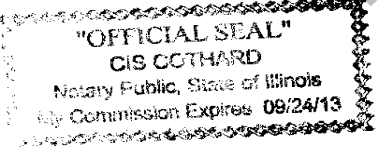
On this 27th day of November 20 12, before me, the undersigned Notary Public in and for said County and State, personally appeared MELANY MATIAS AND SCOTT BAKER JR who I am satisfied is/are the person(s) named in and who executed the within Instrument, and thereupon he/she/they acknowledged that he/she/they signed, sealed and delivered the same as his/her/their act and deed, for the purposes therein expressed.



My Commission Expires: 9/24/13 Notary Public C. Cothard

Assuming Grantee:

Melany Matias  
MELANY MATIAS



State of IL \_\_\_\_\_

County of COOK \_\_\_\_\_

On this 27th day of November 20 12, before me, the undersigned Notary Public in and for said County and State, personally appeared MELANY MATIAS who I am satisfied is/are the person(s) named in and who executed the within Instrument, and thereupon he/she/they acknowledged that he/she/they signed, sealed and delivered the same as his/her/their act and deed, for the purposes therein expressed.

My Commission Expires 9/24/13 Notary Public C. Cothard

Prepared by + mail to - Special Products Department  
425 Phillips Blvd  
Brenton, NJ 08618  
attn: Assumption Dpt.

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## LEGAL DESCRIPTION

**UNIT 2230-17 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PEBBLEWOOD COURT CONDOMINIUMS AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0702906027, IN PART OF SECTIONS 35 AND 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**TAX NO. 06-36-313-026-043-1015**

Property of Cook County Clerk's Office