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4. Recitals.

(A) SELLER wants to sell and BUYER wants to buy the PROPERTY.

(B) BUYER wants to purchase the PROPERTY under and subject to the LOAN and the lien of the MORTGAGE.

(C) LENDER is willing to allow BUYER to assume the LOAN, the NOTE and the MORTGAGE on the terms and conditions set forth in this Agreement.

5. Terms and Conditions.

(A) BUYER (jointly and severally if there is more than one) upon transfer of the PROPERTY to BUYER, does hereby irrevocably and unconditionally assume each and every term, condition and obligation imposed on the borrower under the NOTE, the MORTGAGE and the LOAN as well as any modification, amendment or revision thereto. These obligations include the obligation to make full and timely payments under the LOAN as and when due, as well as all other obligations thereunder, for example, the need to insure and pay all taxes and assessments relating to the PROPERTY.

(B) SELLER, BUYER and LENDER acknowledge and agree that the unpaid principal balance of the LOAN as **May 7, 2018** of **\$142,187.06** and is scheduled to be modified by Modification Agreement between lender and new owners to reflect the new unpaid principal balance of **\$173,149.87**, new interest rate **4.125%** first modified payment of **06/01/2018**, present estimated modified principal and interest payment of **\$839.17**.

(C) LENDER releases SELLER from all personal liability under the NOTE, the MORTGAGE and the LOAN.

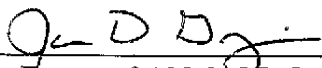
(D) SELLER (jointly and severally if there is more than one) releases LENDER from any and all claims, liabilities and obligations under, arising out of or relating to the NOTE, the MORTGAGE and the LOAN.


(E) Nothing in this Agreement in any way or to any extent whatsoever, waives, releases or impairs, the LOAN, the NOTE or the MORTGAGE, or the lien thereof.

(F) SELLER represents and warrants that he/she/they have not financed any part of BUYER's purchase of the PROPERTY, or to the extent that such financing occurred or will occur, the lien, if any, of such financing is or will be subordinate to the lien of the MORTGAGE.


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For good and valuable consideration and intending to be legally bound, the parties have executed this Agreement as of the date shown above.


SELLER – Estate of Aldela M. Gregoire,
by John D. Gregoire, Executor


BUYER – John D. Gregoire

Lender: M&T Bank as Attorney-in-Fact
for Lakeview Loan Servicing, LLC


BY: TIFFANY A. KISLOSKI
ITS: ASSISTANT VICE PRESIDENT

Property of Cook County Clerk's Office

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ACKNOWLEDGEMENT

STATE OF ILLINOIS

COUNTY OF DuPage:SS

On the 17th day of May in the year of 2018, before me the undersigned, a Notary Public in and for said State, personally appeared **Estate of Aleda M. Gregoire by John D. Gregoire**, personally

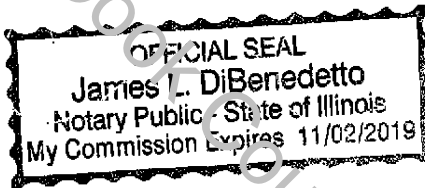
known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument

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Notary Public: James L. DiBenedetto

My Commission Expires: 11-2-19



STATE OF ILLINOIS

COUNTY OF DuPage:SS

On the 17th day of May in the year of 2018 before me the undersigned, a Notary Public in and for said State, personally appeared **John D. Gregoire Cook County Recorder of Deeds Office** personally

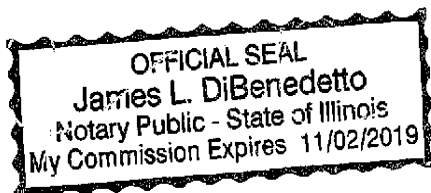
known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument

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Notary Public: James L. DiBenedetto

My Commission Expires: 11-2-19



UNOFFICIAL COPY

STATE OF New York :SS

COUNTY OF Erie

On the 29th day of May in the year of 2018, before me the undersigned, a Notary Public in and for said State, personally appeared **Tiffany A. Kisloski**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature (s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

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ANGEL ZUREK
Notary Public, State of New York
Qualified in Erie County
My Commission Expires April 12, 2022

Notary Public: Angel Zurek
My Commission Expires: 4/12/22

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EXHIBIT "A" LEGAL DESCRIPTION

The following described real estate situated in the County of Cook, State of Illinois, to wit:

All of Lot Eighty-Five (85) and the South five feet of Lot Eighty-Six (86) in the Superior Court Commissioner's Partition in the Southwest Quarter of the Southwest Quarter of Section 34, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Tax ID: 20-34-318-046

Property of Cook County Clerk's Office