## **UNOFFICIAL COPY**

Record & Return to: (Janniello, Anderson, P.C.

Attn: Loss Mitigation 805 Route 146 Clifton Park, New York 12065 Doc#. 1817849126 Fee: \$86.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 06/27/2018 10:41 AM Pg: 1 of 6

#### ASSUMPTION AGREEMENT

THIS AGREEMENT is entered into as of the \_\_\_\_\_\_, 2017

#### 20-34-318-046

#### 1. Parties to this Agreement.

- (A) The name(s) and mailing address(es) of the seller(s) in this transaction is/are/will be Estate of Aleda M. Gregoire, 8632 S. Wabash Ave., Chicago, IL 60619. ("SELLER").
- (B) 71 c name(s) and current mailing address(es) of the buyers in this transaction is/are (ot n D. Gregoire, 8632 S. Wabash Ave., Chicago, IL 60619. ("BUYER").
- (C) The name and mailing address of the mortgage lender related to this transaction is:

Lakeview Loan Servicing, LLC 425 Ponce De Leon Blvd.
Coral Cables, FL 33146 ("LENDER").

#### 2. The Property to be Sold.

The property to be sold is known as 8632 S. Wabas! Ave., Chicago, IL 60619 (the "PROPERTY").

#### 3. The Loan.

The loan to be assumed on the terms and conditions of this Assumption Agreement is evidenced by Note dated September 25, 2008 in the Original Principal amount of \$161,650.00 and together with any riders or modifications thereto (the "NOTE"), originally payable to Old Second National Bank, and secured by a mortgage or similar instrument dated September 25, 2008 and recorded in the Cook County Recorder of Deeds Office on October 3, 2008; in Document no. 0827745060(the "MORTGAGE") against the PROPERTY (the "LOAN"). Assigned to Lakeview Loan Servicing, LLC dated August 31, 2016 and recorded in the Cook County Recorder of Deeds Office on September 16, 2016 in Document 1626044090.

Loan #0052183001

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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 persona 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 craelating 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, BUYER - John D. Gregoire

by John D. Gregoire, Executor

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

BY:

ASSISTANT VICE PRESIDENT ITS: 174's Office

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ACKNOWLEDGEMENT	
STATE OF ILLINOIS	
COUNTY OF TUDALESS	
On the May of Mu in the year of before me the undersigned, a	S
Notary Public in and for said State, personally appeared Estate of Aleda M. Gregoire	E
by John D. Gregoire, personally	
know, to me or proved to me on the basis of satisfactory evidence to be the individual(s)	L
whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/sl e/hey executed the same in his/her/their capacity(ies), and that by his/her/their	L
signature(s) or the instrument, the individual(s) or the person upon behalf of which the	E R
individual(s) acted, executed the instrument	(S)
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Notary Public: J. Denedello	
My Commission Expires:	
Try Commission Expires.	
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Notary Public - State of Illinois  My Commission Expires 11/02/2019	
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STATE OF LLINUS	
29.	
COUNTY OF DUPARESS	
On the $11$ day of $1$ in the year of $2018$ before methe undersigned, a	
Notary Public in and for said State, personally appeared <b>John D. Cregoire Cook</b>	B U
County Recorder of Deeds Office personally	U
known to me or proved to me on the basis of satisfactory evidence to be the individual(s)	Y
whose name(s) is (are) subscribed to the within instrument and acknowledged to me	Ē
that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their	R
signature(s) on the instrument, the individual(s) or the person upon behalf of which the	<b>(S)</b>
individual(s) acted, executed the instrument	• •
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My Commission Expires: 11 - 2 - 19	
OFFICIAL SEAL	
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Notary Public - State of Illinois	

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STATE OF New York
COUNTY OF EVICE :SS
On the hard day of way in the year of hard, before me the undersigned, a Notary Public in and for sald 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 he person upon behalf of which the individual(s) acted, executed the instrument of the person upon behalf of which the individual(s) acted, executed the instrument of the person upon behalf of which the individual(s) acted, executed the instrument of the person upon behalf of which the individual(s) acted, executed the instrument of the person upon behalf of which the individual(s) acted, executed the instrument of the person upon behalf of which the individual(s) acted, executed the instrument of the person upon behalf of which the individual(s) acted, executed the instrument of the person upon behalf of which the individual(s) acted account of the person upon behalf of which the individual(s) acted account of the person upon behalf of which the individual(s) acted account of the person upon behalf of which the individual(s) acted account of the person upon behalf of which the individual(s) acted account of the person upon behalf of which the individual(s) acted account of the person upon behalf of which the individual(s) acted account of the person upon behalf of which the individual of the person upon behalf of which the individual of the person upon behalf of which the individual of the person upon behalf of which the individual of the person upon behalf o
My Commission Expires 4/12/72
Coot County Clart's Office

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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

