

# UNOFFICIAL COPY

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ServiceLink *24737666*  
1355 Cherrington Pkwy  
Moon Twp, PA 15108

MIN: 1000312 0001155346 5

MERS Phone 1-888-679-6377

## ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY

This Assumption Agreement (The "Agreement") is made this 9 day of Jan, 2019 by and between Karen M. Connell (the "Buyers") and Wells Fargo Bank, N.A., (the "Lender") and Grady Connell, Karen Yaksich (the "Sellers") to be effective 9 day of Jan, 2019, or the date document is recorded, whichever is applicable.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for lender and lender's successors and assigns. MERS is the mortgagee under the Mortgage. MERS is organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS.

### RECITALS

The Lender is the holder of a promissory note (the "Note"), executed by Grady Connell, Karen Yaksich (the "Sellers") and dated the 30<sup>th</sup> day of May, 2013, in the original principal amount of one hundred seventy thousand fifty dollars and zero cents Dollars (\$170,050.00).

The Note is secured by a first security instrument executed by the Sellers and dated May 03, 2013, on certain real property located in Cook County, Illinois, (the "Security Instrument") legally described as follows:

LEGAL DESCRIPTION: See attached Legal Description - Exhibit "A"

which Security Instrument was duly recorded/filed on June 06, 2013, in the office of the County Recorder in and for Cook County, Illinois as Doc # 131574066.

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 Security Instrument 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 Note and to be bound by the obligations of the Security Instrument, as amended by this Agreement.

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

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

1. The Buyers hereby assume 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 Security Instrument 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 Security Instrument.
2. The Buyers agree and acknowledge that the Note, Security Instrument and all other loan documents are valid and enforceable in accordance with their terms and there are no offsets, defenses, or counterclaims available with regard to the enforcement and validity of these documents.
3. 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 Security Instrument.
4. 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 Security Instrument.
5. On or before the Effective Date, Buyer/Seller shall pay to Lender a fee for in an amount indicated in the disclosure or other documents provided to Buyer/Seller by Lender in connection with the Assumption.
6. Save as provided in the Agreement, the terms and provisions of said Note and Security Instrument remain unchanged.
7. The Buyers hereby acknowledge receipt of a copy of the Note and Security Instrument.

Property Address *17211 Lakebrook Dr  
Orland Park IL 60467*

Parcel ID *27-30-413-034-0000*



Doc# 1901819008 Fee \$68.00

CHSP FEE: \$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/18/2019 10:02 AM PG: 1 OF 4

*BW*

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In witness whereof, Buyers and Sellers have executed this Agreement.

Sellers

[Signature]  
Grady Connell

Karen M. Connell  
Karen M. Connell

N/A

N/A

Buyers

Karen M. Connell  
Karen M. Connell

N/A

N/A

N/A

STATE OF IL  
COUNTY OF Cook S. S.

On 1/14/19 before me, WALTER H. COLLINS personally appeared KAREN M. CONNELL 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 the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Walter H. Collins

My Commission Expires: 11/29/21

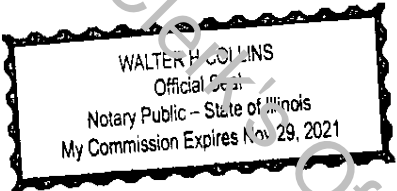
STATE OF IL  
COUNTY OF COOK S. S.

On 1/14/19 before me, WALTER H. COLLINS personally appeared KAREN M. CONNELL

WITNESS my hand and official seal.

Signature: Walter H. Collins


My Commission Expires: 11/29/21




PROBATE CLERK'S Office

# UNOFFICIAL COPY

WELLS FARGO BANK N.A.

  
LYNN JACKMAN, Wells Fargo Bank, N.A.,  
Assistant Vice President of Loan Documentation  
Mortgage Electronic Registration Systems, Inc.  
Nominee for Lender

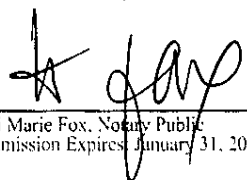
  
LYNN JACKMAN,  
Assistant Secretary of Mortgage Electronic Registration Systems, Inc.

STATE OF MINNESOTA

COUNTY OF HENNEPIN

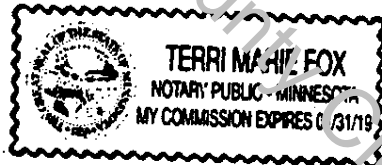
S. S.

On this date of 1-9-19, before me, a Notary Public, in and for said County and State, personally appeared LYNN JACKMAN to me personally known, who being by me duly sworn did say that they are the Assistant Vice President of Loan Documentation 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 on behalf of said corporation, by authority of its Board of Directors, and the said LYNN JACKMAN acknowledged said instrument to be the free act and deed of said corporation.

  
Terri Marie Fox, Notary Public  
Commission Expires January 31, 2024

This instrument was drafted by:  
CONNIE REHBEIN

Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A.  
2701 Wells Fargo Way  
Minneapolis, MN 55408  
MACN9-408-053



PROPERTY OF COOK COUNTY Clerk's Office

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## EXHIBIT "A"

### Legal Description

PARCEL 1: THAT PART OF LOT 9 IN BROOK HILLS P.U.D. TOWNHOMES PHASE ONE, BEING A PLANNED UNIT DEVELOPMENT IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY SOUTHEAST CORNER THEREOF: THENCE NORTH 17 DEGREES 17 MINUTES 03 SECONDS EAST ALONG THE MOST EASTERLY LINE THEREOF 25.40 FEET; THENCE NORTH 72 DEGREES 42 MINUTES 57 SECONDS WEST 64.50 FEET TO A WEST LINE OF SAID LOT; THENCE SOUTH 17 DEGREES 17 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE 25.40 FEET TO A SOUTH LINE OF SAID LOT; THENCE SOUTH 72 DEGREES 42 MINUTES 57 SECONDS EAST ALONG SAID SOUTH LINE 64.50 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BROOK HILLS TOWNHOMES RECORDED AS DOCUMENT NUMBER 89492484.

PARCEL 3: NON-EXCLUSIVE EASEMENT FOR VEHICULAR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER LOTS A AND B AND OVER, UPON AND THROUGH LOT 9, EXCEPT THAT PORTION OF SAID LOT ON WHICH THE BUILDING IS LOCATED, AS SET FORTH IN THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT NUMBER 89492483.

Permanent Index Number (PIN): 27-30-413-034-0000

Address(es) of Real Estate: 17211 Lakebrook Dr., Orland Park, IL 60467