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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 05/01/2019 11:54 AM PG: 1 OF 8

THIS INSTRUMENT PREPARED BY:
Rep completing this form Jessica Hendree
BMO Harris
180 N Executive Drive -- 2nd Floor
Brookfield, WI 53005

When Recorded Mail To:
BMO Harris
180 N Executive Drive -- 2nd Floor
Brookfield, WI 53005

LOAN NUMBER: 8500468074
ASSESSOR PARCEL NUMBER: 23-35-110-032-0000
[Space Above This Line For Recording Data]

ASSUMPTION AGREEMENT

This Assumption Agreement ("Agreement") is made effective between Erika Cushingberry and **BMO Harris Bank** will be made effective the date both parties sign the agreement.

RECITALS

- A. Isaac I Cushingberry obtained a mortgage loan ("Loan") from Harris N.A. ("Original Lender") secured by certain Land and Improvements (the "Property"), located in Country Club Hills, [City] Cook [County]. The Land is more particularly described in Exhibit A attached to this Assumption Agreement.
- B. Original Borrower executed a/an Note evidencing the Loan, dated December 23, 2008, in the original principal amount of \$62,000.00, payable to Original Lender (the "Note"). If this box is checked , the Note was amended by a/an Loan Modification Agreement executed by Original Borrower on March 1, 2019.
- C. To secure repayment of the Loan, Original Borrower executed and delivered to Original Lender a Deed of Trust, Mortgage, or Security Deed ("Security Instrument") dated December 23, 2008, which is recorded in the Official Records in the City/County of Cook, State of Illinois (the "Land Records") at 0836508017. Any capitalized terms used in this Agreement and not defined shall have the meaning ascribed to them in the Security Instrument.
- D. The Note, Security Instrument and any other document executed by Original Borrower in connection with the Loan that will be assumed by New Borrower, as listed on Exhibit B to this Agreement, as such documents have been amended or modified prior to the date of this Assumption Agreement, are referred to collectively in this Assumption Agreement as the "Loan Documents."
- E. BMO Harris Bank has since acquired all right, title, and interest in and to the Security Instrument and other Loan Documents.
- F. New Borrower was not a borrower on the Loan when it was originated, but currently has an ownership interest in the Property and has requested that BMO Harris Bank add New Borrower's name as a borrower on the Loan.
- G. New Borrower has agreed to assume all of Original Borrower's rights, obligations, and liabilities created or arising under the Loan Documents, with certain modifications, if any, as set forth in Exhibit C to this Agreement (the "Assumption").
- H. Subject to the full satisfaction of all conditions set forth below, BMO Harris Bank agrees to consent to the Assumption.

CLASSIFICATION:CONFIDENTIAL

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NOW, THEREFORE, in consideration of these premises, the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Assumption of Obligations. New Borrower covenants, promises and agrees that New Borrower, jointly and severally if more than one, will unconditionally assume and be bound by all terms, provisions, and covenants of the Loan Documents set forth in Exhibit B to this Assumption Agreement, as if New Borrower had been the original maker of the Loan. New Borrower will pay all sums to be paid and perform each and every obligation to be performed by Original Borrower in accordance with the terms and conditions of the Loan Documents.
2. Affirmation by New Borrower. New Borrower agrees that the Loan Documents set forth in Exhibit B to this Agreement are and will be and remain in full force and effect, enforceable against New Borrower in accordance with their terms, except as modified by Exhibit C to this Agreement. The Property will remain subject to the lien, charge and encumbrance of the Security Instrument. Nothing contained in this Assumption Agreement or done pursuant to this Assumption Agreement will affect or be construed to affect the lien, charge, and encumbrance of the Security Instrument or the priority of the Security Instrument over other liens, charges and encumbrances. Nothing contained in this Assumption Agreement or done pursuant to this Assumption Agreement will release or be construed to release or affect the liability of any party or parties who may now or alter the date of this Assumption Agreement be liable under or on account of the Note and the Security Instrument, except as expressly provided in this Assumption Agreement. New Borrower will be liable for the payment of all sums and the performance of every obligation required under the Loan Documents to the extent set forth in the Loan Documents as modified by this Assumption Agreement.
3. Modification of Note and Security Instrument. New Borrower and BMO Harris Bank agree that the provisions of the Loan Documents are modified as set forth on Exhibit C to this Assumption Agreement.
4. Additional Transfers. Notwithstanding BMO Harris Bank's consent to the Transfer of the Property to New Borrower, New Borrower understands and agrees that such consent will in no way limit or operate as a waiver of BMO Harris Bank's continuing rights regarding restrictions on the transfer of property set forth in the Security Instrument.
5. Continuing Obligations. New Borrower will execute, acknowledge and deliver such other documents as BMO Harris Bank may require to document the Assumption described in this Assumption Agreement and/or required or desirable to more fully effectuate the provisions of this Assumption Agreement. The failure of New Borrower to comply with the additional obligations contained in this Section will constitute an Event of Default under the Security Instrument, and BMO Harris Bank will be entitled to exercise all remedies available to it under the terms of the Loan Documents.
6. Expenses. New Borrower's execution of this Assumption Agreement will constitute New Borrower's agreement to pay all expenses incurred by BMO Harris Bank in connection with this Assumption, including without limitation the payment of any title endorsement costs, legal costs (including in-house legal costs) attorney's fees, and assumption fees required by BMO Harris Bank.
7. Miscellaneous.
 - a) This Assumption Agreement will be binding upon and will inure to the benefit of the parties to the Assumption Agreement and their respective heirs, successors and permitted assigns.
 - b) Except as previously modified or amended, or as expressly modified by this Assumption Agreement, the Note, Security Instrument and all other Loan Documents will be unchanged and remain in full force and effect, and are hereby expressly approved, ratified and confirmed. No provision of this Assumption Agreement that is held to be inoperative, unenforceable or invalid will affect the remaining provisions, and to this end all provisions of this Assumption Agreement are declared to be severable.
 - c) This Assumption Agreement may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement is sought.

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- d) This Assumption Agreement will be construed in accordance with the laws of the jurisdiction in which the Property is located.
- e) This Assumption Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document.
- f) All notices given pursuant to the Assumption Agreement must be in writing and will be effectively given if personally delivered or, if mailed, postage prepaid, certified or registered mail, return receipt requested, to the addresses of the parties set forth below or to such other address as any party subsequently may designate in writing.
8. Executed Originals. An executed original of this Assumption Agreement will be (i) attached permanently to the Note as an amendment to the Note, and (ii) recorded in the Land Records as a modification to the Security Instrument.
9. Exhibits. The following are attached to and made a part of this Assumption Agreement:
- | | |
|-----------|---|
| Exhibit A | Legal Description of the Land |
| Exhibit B | List of Loan Documents |
| Exhibit C | Modifications to Note and Security Instrument |
10. State Specific Requirements. [INSERT ANY STATE SPECIFIC REQUIREMENTS]

**REMAINDER OF THIS PAGE IS BLANK
SIGNATURES CONTINUED ON NEXT PAGE**

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IN WITNESS WHEREOF, the parties have executed this Assumption Agreement as of the date written above.

NEW BORROWER:

X Erika Cushingberry
Erika Cushingberry

Date 3. 26. 2019

Address for Notice to New Borrower:
14543 Burbank Blvd. # 201
Sherman Oaks California 91411

State of _____
County of _____

Before me, the undersigned, a Notary Public for the said County and State, personally appeared _____ who acknowledged the execution of this foregoing Instrument on this _____ day of _____, 2019.

Witness my hand and official seal:

Date: _____

My Commission Expires _____

BW

- see attached

Official Signature of Notary

Notary's printed or typed name

CONSENT BY BMO HARRIS BANK:

By: Joshua Wolfram
Name: Joshua Wolfram
Title: Bank Officer
Date: 4-4-19

Address for Notice:
BMO Harris Bank
180 N. Executive Drive 2nd Floor
Brookfield WI 53005

BW

- see attached

State of Wisconsin
County of Waukesha

I, JUDITH M HATCH, a Notary Public of said county certify that Joshua Wolfram personally came before me this day and acknowledged that he is a Bank Officer of BMO Harris, and that he, as a Bank Officer, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal.

Date: 4/4/19

My Commission Expires _____

5-22-22

Judith M Hatch
Official Signature of Notary

JUDITH M Hatch
Notary's printed or typed name

**JUDITH M HATCH
NOTARY PUBLIC
STATE OF WISCONSIN**

[Space Below This Line For Acknowledgments]

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On March 26th, 2019, before me, B. Miles
(insert name and title of the officer)

personally appeared Erika Cushingberry,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

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EXHIBIT A

(Legal Description of Land)

LOT 421 IN BLOCK 12 IN WINSTON PARK UNIT 4, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SEC 35, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON AUGUST 9, 1971 AS DOCUMENT LR2573515 IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

(List of Loan Documents to be Assumed)

Note

Mortgage

Loan Modification Agreement

Modification Agreement Escrow Rider

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EXHIBIT C

(Changes to Loan Documents)

Modifications to all Loan Documents

As used in the Loan Documents, all references to "Borrower" will be deemed to refer to "New Borrower."

[ADD MODIFICATIONS TO NOTE, SECURITY INSTRUMENT OR OTHER LOAN DOCUMENTS BEING ASSUMED BY NEW BORROWER.]

Property of Cook County Clerk's Office