



1931613097

Doc# 1931613097 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/12/2019 02:55 PM PG: 1 OF 6

FILE 2nd

MIN: 1000312 0001068936 9

MERS Phone 1-888-679-6377



REF17223/676P

ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY

WFRASM 19177740

This Assumption Agreement (The "Agreement") is made this 25th day of September 2019, by and between Melissa Kalensky (the "Buyers") and Wells Fargo Bank, N.A., (the "Lender") and Dean Kalensky, Patricia Kalensky (the "Sellers") to be effective 15 day of 09, 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 Dean Kalensky, Patricia Kalensky (the "Sellers") and dated the 24th day of May, 2011, in the original principal amount of one hundred eighty-four thousand dollars and zero cents (\$184,000.00).

The Note is secured by a first security instrument executed by the Sellers and dated May 24, 2011, on certain real property located in Cook County, Illinois, (the "Security Instrument") legally described as follows:

LEGAL DESCRIPTION: SEE ATTACHED EXHIBIT "A"

which Security Instrument was duly recorded/filed on June 03, 2011, in the office of the County Recorder in and for Cook County, Illinois as Instrument # 1115440065.

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.

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- 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.

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

Sellers

Dean Kalensky

Patricia Kalensky

N/A

N/A

Buyers

Melissa Kalensky

N/A

N/A

N/A

STATE OF Illinois S. S.
COUNTY OF COOK

On 15 before me, OCTOBER 2019 personally appeared Dean Kalensky 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: Michelle Lee Bailey

My Commission Expires: February 4, 2020

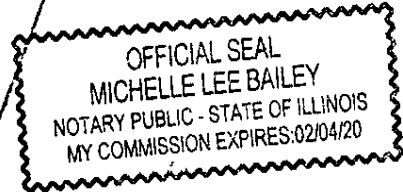
STATE OF Illinois S. S.
COUNTY OF COOK

On 15 before me, OCTOBER 2019 personally appeared Patricia Kalensky 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: Michelle Lee Bailey

My Commission Expires: February 4, 2020



SEE NEXT PAGE

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STATE OF Illinois) S. S.
COUNTY OF Cook)

On 15 Oct, 2019 before me, ~~Dean Kalensky~~ ^{MB} Michelle Lee Bailey

Personally appeared Dean Kalensky personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name(s)

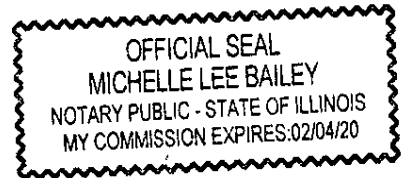
is/are subscribed to the within instrument and acknowledged to me that

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: Michelle Lee Bailey
My Commission Expires: February 4, 2020



STATE OF Illinois) S. S.
COUNTY OF Cook)

On October 15, 19 before me, Michelle Lee Bailey
Personally appeared Patricea Kalensky 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: Michelle Lee Bailey
My Commission Expires: February 4, 2020



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Individual Acknowledgment

State of ILLINOIS
County of COOK } ss.

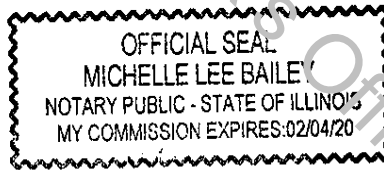
On this 15 day of OCTOBER 2019, before me,
the undersigned officer, personally appeared Melissa Katersty

known to me or satisfactorily proven to be the person whose name(s) was subscribed to the within instrument and acknowledged that it was executed the same for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.

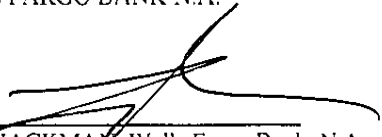
Michelle Lee Bailey
Notary Public

My commission expires: January 4, 2020




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WELLS FARGO BANK N.A.



LYNN JACKMAN, Wells Fargo Bank, N.A., _____
Assistant Vice President
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 September 25, 2019, 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 Mortgage Electronic Registration Systems, Inc., Nominee for Lender of the corporation named in the foregoing instrument, and LYNN JACKMAN as Assistant Secretary of Mortgage Electronic Registration Systems, Inc. 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.

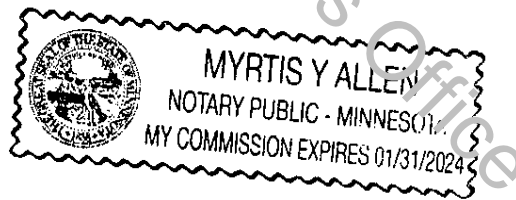


MYRTIS Y ALLEN, Notary Public
Commission Expires: 01/31/2024

This instrument was drafted by:
Terri Marie Fox

Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A.
2701 Wells Fargo Way
Minneapolis, MN 55408
MACN9408-053

Return to:
Document Recording Services
P.O. Box 3008
Tallahassee, FL 32315-3008



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EXHIBIT "A"

Legal Description

PARCEL 1: UNIT 510 AND PARKING P-23 IN THE 1001 MADISON CONDOMINIUM AS DEPICTED ON THE SURVEY OF LOTS 1 THROUGH 9, BOTH INCLUSIVE, EXCEPT THAT SPACE LYING BELOW A CERTAIN HORIZONTAL PLANE LOCATED 62.00 FEET ABOVE CHICAGO CITY DATUM WHICH IS CONTAINED WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THOSE PARTS OF LOTS 1 THROUGH 9, INCLUSIVE AND TAKEN AS A SINGLE TRACT, IN EDWARD K. ROGER'S SUBDIVISION OF BLOCK 1 OF CANAL TRUSTEE'S SUBDIVISION, AND OF BLOCK 5 OF DUNCAN'S ADDITION TO CHICAGO, ALL IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO, THE DECLARATION OF CONDOMINIUM RECORDED OCTOBER 31, 2002 AS DOCUMENT NUMBER 0021203593, AND AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: EXCLUSIVE RIGHT TO USE STORAGE SPACE S-35, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE ATTACHED TO THE DECLARATION, AFORESAID.

PEN: 17-17-203-030-1156

17-17-203-030-1068

Cook County Clerk's Office