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Doc#: 2123234127 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 08/20/2021 02:03 PM Pg: 1 of 5

MAIL TO: Ravenswood Title Company
320 West Ohio Street, Suite 3E
Chicago, IL 60654

2118990IL/RTC

ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY

This Assumption Agreement (The "Agreement") is made this **7th** day of **July**, **2020**, by and between **LAURA ESTRELLA HERRERA- SEXTON** (the "Borrowers") and **Wells Fargo Bank N.A.** (the "Lender"), and **MICHAEL W SEXTON** (the "Sellers") to be effective **23** day of July, **2020**, or the date document is recorded, whichever is applicable.

RECITALS

The Lender is the holder of a promissory note (the "Note"), executed by **LAURA HERRERA SEXTON AND MICHAEL W SEXTON** and dated the **23rd** day of **December**, **2011**, in the original principal amount of **Two Hundred Sixty-Three Thousand Four Hundred Eight And 00/100 Dollars (\$263,408.00)**.

The Note is secured by a First Lien Security Instrument executed by the Sellers and dated the **23rd** day of **December**, **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 **December 29**, **2011**, in the office of the County Recorder in and for **Cook County, Illinois** as **Document Number: 1136313028**.

Contemporaneously with the execution of the Agreement the Sellers have conveyed to the Borrowers 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.

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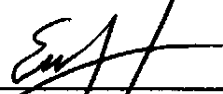

As part of the purchase price of the above described property the Buyers have agreed to assume and pay the indebtedness evidenced by Note and to be bound by the obligations of the Security Instrument, as amended by this Agreement.

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.

In witness whereof Buyers and Sellers have executed this Agreement.


 _____ 7-23-2020
 - BORROWER - LAURA ESTRELLA HERRERA- SEXTON - DATE -

 _____ 07-23-2020
 - SELLER - MICHAEL W SEXTON - DATE -

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STATE OF Illinois

COUNTY OF Cook

This instrument was acknowledged before me on July 23, 2020 by Laura Estrella Herrera Sexton

Rebecca Kennedy
Notary Public



My Commission Expires: 9/6/2020

STATE OF Illinois

COUNTY OF Cook

This instrument was acknowledged before me on July 23, 2020 by Michael W. Sexton

Rebecca Kennedy
Notary Public



My Commission Expires: 9/6/2020

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[Signature]
Title: Asst VP
Wells Fargo Bank, N.A.

Witness

Witness

STATE OF Minnesota

}
} S.S.

COUNTY OF Hennepin

On this July 15, 2020, 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 he/she is the Asst VP respectively of the corporation named in the foregoing instrument, and 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.

Mary C Fagen
Notary Public

01/31/2024
My Commission Expires



This instrument was drafted by:
Myrtis Allen

Wells Fargo Home Mortgage
Attn: Assumptions Post Closing
MAC# N9408-053
2710 5th Ave S
Minneapolis, MN 55408-1772

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EXHIBIT "A"

SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS:
LOT 80 AND 81 IN PETER M. HOFFMAN'S GREATER PARK RIDGE SUBDIVISION IN THAT PART OF
THE
SOUTHEAST 1/4 OF SECTION 21, AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22,
LYING
NORTH OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN
RAILWAY COMPANY, IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL
MERIDIAN,
IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 25, 1924, AS
DOCUMENT NUMBER 8564763.
Assessor's Parcel No: 09-22-310-001-0000 AND 09-22-310-002-0000

Property of Cook County Clerk's Office