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Doc#: 2209813344 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 04/08/2022 02:10 PM Pg: 1 of 4

**Requested By and
When Recorded Return To:
ServiceLink Loan Mod Solutions
3220 El Camino Real
Irvine, CA 92602
(800) 934-3124**

Probate Assumption Agreement For Mortgage

Account: ***3446**

This Assumption Agreement is made and executed this **25th** day of **February 2022** by and between **Fifth Third Bank, National Association sbm to Fifth Third Mortgage Company ("Fifth Third")**, 38 Fountain Square, Cincinnati, Ohio 45227 and **Stephanie and Frank Redmond ("Assumptor(s)")** under the following terms and conditions:

WITNESSETH:

WHEREAS, Fifth Third Bank, National Association sbm to Fifth Third Mortgage Company by Assignment recorded **November 3, 2010** as **Instrument # 1030733145** from Mortgage Electronic Registration Systems (**MERS**) as nominee for **Old Kent Mortgage**, its Successors and Assigns by Assignment from **National City Mortgage** recorded on **February 13, 2001** as **Instrument # 0010116171** by Assignment from **First American Loan Service, Inc** recorded on **7/6/1998** as **Instrument #98576977** by Assignment from **DMR Financial Services, Inc** who previously made a loan to **Bernice Gipson, a single woman ("Borrower")** which is evidenced by a certain **Mortgage** dated **October 31, 1997** in the amount of **\$76,500.00** recorded in **Instrument # 97835455** in Book **N/A** Page **N/A**. Recorded on **November 6, 1997** in the Official Records of **Cook** County, State of **Illinois** covering the following described property:

LEGAL DESCRIPTION

LOT 6 IN BLOCK 7 IN THE RESUBDIVISION OF BLOCKS 5 TO 8 IN MENAGE'S SUBDIVISION, A RESUBDIVISION OF THE SOUTH ½ BLOCKS 10, 11, AND 12 AND THE NORTH ½ OF BLOCKS 14, 15 AND 16 IN THE FIRST ADDITION TO KENSINGTON IN THE EAST ½ OF THE NORTHWEST FRACTIONAL ¼ OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Commonly known as: 12114 INDIANA S, CHICAGO, IL 60628

Parcel Number: 25-27-120-015-0000

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WHEREAS, Bernice Gipson, is deceased and Assumptor(s) is now the owner of the above-described property, having been devised or inherited the same in accordance with the requisite statute of descent and distribution, and has requested that Fifth Third agrees to allow assumptor(s) to assume the Loan, Note and Mortgage.

WHEREAS, Fifth Third is willing to consent to the assumption as described herein and assumption of the Loan, Note and Mortgage on the terms and conditions set forth in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, agreements, and promises set forth hereinafter, the parties herein do covenant and agree as follows:

1. Assumptor(s) assumes and agrees to pay Fifth Third all sums due and owing under the terms of the Loan, Note and Mortgage and further agrees to pay and perform all of the Borrowers' obligations to Fifth Third under the Note and Mortgage, with the same effect as though Assumptor(s) had signed the Note and Mortgage. Assumptor(s) further specifically agrees to be bound by all conditions, terms, covenants and obligations of the Note, Loan and Mortgage as set forth in each document.
2. Fifth Third consents to Assumptor(s) assumption of the Loan, Note and Mortgage and to the transfer of title in the Property to Assumptor(s) hereby releasing Bernice Gipson from any further obligation under the Loan, Note and Mortgage. The consent of Fifth Third, however, is limited to this transaction only. Any other transfer of an interest in the Property shall require the written consent of Fifth Third as provided in the Mortgage.
3. Fifth Third has made no representations and assumes no responsibility with reference to any matter relating to transfer of the Property, including but not limited to (i) the value, condition, or utility of the Property, (ii) the condition of the title or presence or absence of any liens or encumbrances on the Property, or (iii) the effectiveness of the conveyance to Assumptor(s).
4. Assumptor(s) assumes any matters affecting title to the Property since the date of the recording of the Mortgage as set forth above.
5. As of **February 25, 2022** the current principal balance owing under the Loan is **\$54,212.24**. Assumptor(s), agrees that in consideration of Fifth Third's acceptance of this Agreement, that the obligation assumed shall, from the date of this Agreement, be calculated at the rate **8.00** percent interest per annum until fully paid or until the next interest change date, should the Mortgage be an adjustable rate Mortgage.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures, or caused their corporation names to be subscribed by their authorized officers on the date and year first written above.

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To be signed and dated by all assumptors, endorsers, guarantors, sureties, and other parties signing the Note and Security Instrument.

Stephanie Redmond
Stephanie Redmond - Assumptor Signature

3/12/22
Date

Frank Redmond
Frank Redmond - Assumptor Signature

3-12-2022
Date

Jazmin Bue
Witness # 1 Signature

3-12-2022
Date

Jazmin Bue
Witness # 1 Printed Name

3-12-2022
Date

Rosa Martinez
Witness # 2 Signature

3-12-2022
Date

Rosa Martinez
Witness # 2 Printed Name

3-12-2022
Date

[Space Below This Line For Acknowledgments]

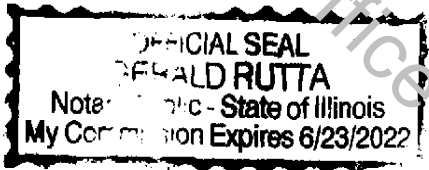
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois, COUNTY OF DuPage ss.

Before me a **Notary Public** in and for said **County** and **State** personally appeared _____, who is/are personally known to me or who has produced sufficient evidence of identification and who did take an oath and who executed the foregoing conveyance to **Fifth Third Bank, National Association** and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 12 day of March, 2022.

Gerald Rutta
Notary Public
My Commission Expires 6/23/2022



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DO NOT WRITE BELOW THIS LINE.
FOR FIFTH THIRD BANK, NATIONAL ASSOCIATION USE ONLY.

FIFTH THIRD BANK, NATIONAL ASSOCIATION SBM FIFTH THIRD MORTGAGE COMPANY

BY Jessica Jordan

Jessica Jordan
Officer
513-358-3027

STATE OF Ohio, COUNTY OF Hamilton ss.

Before me, a Notary Public in and for said County and State personally appeared Fifth Third Bank, National Association sbm to Fifth Third Mortgage Company by Jessica Jordan, its Officer, the individual who executed the foregoing instrument and acknowledged that she/he did read the same and did sign the foregoing instrument and that the same is her/his free act and deed and the free act and deed of Fifth Third Bank, National Association sbm to Fifth Third Mortgage Company.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 23 day of March, 2009

Diann R. Beatty
Notary Public
My Commission Expires 11-16-2023



DIANN R. BEATTY
Notary Public, State of Ohio
My Commission Expires 11-16-2023

Prepared by and Return to:
Fifth Third Bank, National Association
Juli C Wunder
5001 Kingsley Drive 1MOBAT
Cincinnati OH 45227