

# UNOFFICIAL COPY

Doc#. 2219357091 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 07/12/2022 04:23 PM Pg: 1 of 7

**AFTER RECORDING RETURN TO:**  
RUTH RUHL P.C.  
12700 Park Central Dr, Suite 850  
Dallas, TX 75251

## ASSUMPTION AGREEMENT

THIS AGREEMENT is entered into as of the 18<sup>th</sup> day of May, 2022.

### 1. Parties to this Agreement.

(A) The name(s) and mailing address(es) of the seller(s) in this transaction is/are/will be **Patricia Evans, as heir to the property owned by Estate of Rosie Evans, 1325 W 109<sup>th</sup> PL, Chicago, IL 60643-3609** ("SELLER").

(B) The name(s) and current mailing address(es) of the buyers in this transaction is/are be **Patricia Evans, 1325 W 109<sup>th</sup> PL, Chicago, IL 60643-3609** ("BUYER").

(C) The name and mailing address of the mortgage lender related to this transaction is:

Lakeview Loan Servicing, LLC  
4425 Ponce De Leon Blvd.  
Coral Gables, FL 33146 ("LENDER").

### 2. The Property to be Sold.

The property to be sold is known as **1325 W 109<sup>th</sup> PL, Chicago, IL 60643-3609** (the "PROPERTY").

### 3. The Loan.

The loan to be assumed on the terms and conditions of this Assumption Agreement is evidenced by Note dated **March 14, 2008** the Original Principal amount of **\$123,627.00** and together with any riders or modifications thereto (the "NOTE"), originally payable to **Countrywide Bank, FSB** and secured by a Mortgage or similar instrument dated **March 14, 2008** and recorded in the Cook County Clerk's Office on **April 10, 2008** as **Instrument Number 0810112125**; Whereas the loan was assigned by **Corporate Assignment of Mortgage to Lakeview Loan Servicing, LLC** recorded **February 1, 2016** as **Instrument Number 1603229010** (the "MORTGAGE") against the **PROPERTY** (the "LOAN").

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

# UNOFFICIAL COPY

#### 4. Recitals.

(A) SELLER wants to sell and BUYER wants to buy the PROPERTY.

(B) BUYER wants to purchase the PROPERTY under and subject to the LOAN and the lien of the Deed of Trust.

(C) LENDER is willing to allow BUYER to assume the LOAN, the NOTE and the Deed of Trust on the terms and conditions set forth in this Agreement.

#### 5. Terms and Conditions.

(A) BUYER (jointly and severally if there is more than one) upon transfer of the PROPERTY to BUYER, does hereby irrevocably and unconditionally assume each and every term, condition and obligation imposed on the borrower under the NOTE, the Deed of Trust and the LOAN as well as any modification, amendment or revision thereto. These obligations include the obligation to make full and timely payments under the LOAN as and when due, as well as all other obligations thereunder, for example, the need to insure and pay all taxes and assessments relating to the PROPERTY.

(B) SELLER, BUYER and LENDER acknowledge and agree that the unpaid principal balance of the LOAN as of May 9, 2022 of \$77,507.77 and is scheduled to be modified by Modification Agreement between lender and new owners to reflect the new unpaid principal balance of \$94,480.94 new interest 3.7500% first modified payment of July 1, 2022, present estimated modified principal and interest payment of \$437.56.

(C) LENDER releases SELLER from all personal liability under the NOTE, the Deed of Trust and the LOAN.

(D) SELLER (jointly and severally if there is more than one) releases LENDER from any and all claims, liabilities and obligations under, arising out of or relating to the NOTE, the Deed of Trust and the LOAN.

(E) Nothing in this Agreement in any way or to any extent whatsoever, waives, releases or impairs, the LOAN, the NOTE or the Deed of Trust, or the lien thereof.

(F) SELLER represents and warrants that he/she/they have not financed any part of BUYER's purchase of the PROPERTY, or to the extent that such financing occurred or will occur, the lien, if any, of such financing is or will be subordinate to the lien of the Deed of Trust.

# UNOFFICIAL COPY

For good and valuable consideration and intending to be legally bound, the parties have executed this Agreement as of the date shown above.

*Patricia Evans*

**SELLER – Patricia Evans, as heir to the property owned by Estate of Rosie Evans**

*Patricia Evans*

**BUYER – Patricia Evans**

Lender:

**M&T Bank as attorney-in-fact for Lakeview Loan Servicing, LLC**

*Traci L. Stables*

BY: *Traci L. Stables*  
ITS: *Assistant Vice President*

# UNOFFICIAL COPY

## ACKNOWLEDGEMENT

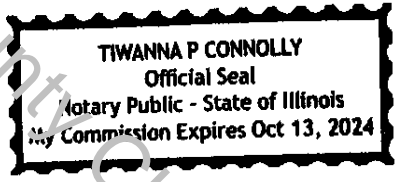
STATE OF Illinois

:SS

COUNTY OF COOK

On the 18<sup>th</sup> day of MAY, in the year 2022 before me, the undersigned, a Notary Public in and for said State appeared **Patricia Evans, as heir to the property owned by Estate of Rosie Evans** personally known or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted executed the instrument.

Notary Public: Tiwanna P Connolly  
My Commission Expires: 10/13/2024



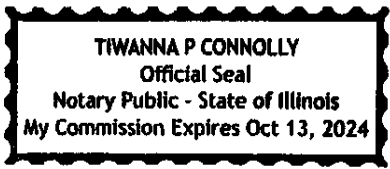
STATE OF Illinois

:SS

COUNTY OF COOK

On the 18<sup>th</sup> day of MAY, in the year 2022 before me, the undersigned, a Notary Public in and for said State appeared **Patricia Evans**, personally known or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted executed the instrument.

Notary Public: Tiwanna P Connolly  
My Commission Expires: 10/13/2024



S  
E  
L  
L  
E  
R  
(S)  
  
B  
U  
Y  
E  
R  
(S)

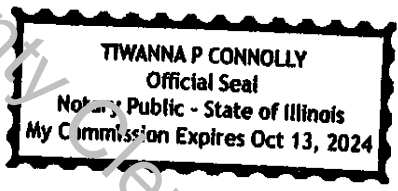
# UNOFFICIAL COPY

*TC*  
 STATE OF ~~NEW YORK~~ *Illinois*  
 :SS  
*TC*  
 COUNTY OF ~~ERIE~~ *COOK*

On the 18<sup>th</sup> day of MAY, in the year 2022 before me, the undersigned, a Notary Public in and for said State appeared *PATRICIA EVANS*, personally known or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted executed the instrument.

Notary Public: *Twanna P. Connolly*  
 My Commission Expires: 10/13/2024

L  
E  
N  
D  
E  
R  
(S)



# UNOFFICIAL COPY

STATE OF NEW YORK

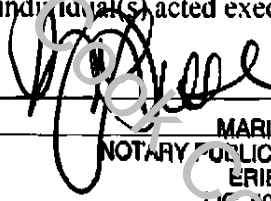
:SS

COUNTY OF ERIE

On the 2nd day of June, in the year 2022 before me, the undersigned, a Notary Public in and for said State appeared Traci L. Stable personally known or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted executed the instrument.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



MARIA L. REEBE  
NOTARY PUBLIC STATE OF NEW YORK  
ERIE COUNTY  
LIC. #01RE6169918  
COMM. EXP. JULY 2, 2023

L  
E  
N  
D  
E  
R  
(S)

# UNOFFICIAL COPY

**EXHIBIT "A"**

**LOT 10, IN BLOCK 11 IN FRANK TIMMIS MORGAN PARK SUBDIVISION OF BLOCKS 10, 11 AND 14 IN STREET SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

Parcel #: 25-17-324-015-0000

Property of Cook County Clerk's Office