Doc# 2308115008 Fee \$88.00

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

KAREN A. YARBROUGH COOK COUNTY CLERK

DATE: 03/22/2023 10:52 AM PG: 1 OF 9

Prepared by: Regina M. Uhl AsurityDocs 717 N. Ha: vood, Suite 1600

Dallas, 7X 75201

Recording Kequested By and Return To:
FREEDOM MORTGAGE CORPORATION
ATTENTION: ASSUMPTION DEPARTMENT
10500 KINCAID LRIVE, STE 300
FISHERS, IN 46037
Permanent Index Number. PARCEL # 13344110320000

### ASSUMPTION AND RELEASE OF LIABILITY AGREEMENT

MIN: 10 1277210115261751 MERS Phone: 1-888-679-MERS (6377)

THIS AGREEMENT, made this December 27, 2022, between SHANTALL BOND, AN UNMARRIED WOMAN, whose address is 1/20 N KEELER AVE, CHICAGO, IL 60639 (the "Transferor"); and JORDAN A BOND, AN UNMARRIED MAN, whose address is 1820 N KEELER AVE, CHICAGO, IL 60639 (the "Fransferee"); and FREEDOM MORTGAGE CORPORATION, 10500 KINCAID DRIVE STE 302, FISHERS, INDIANA 46037 (the "Lender"); MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., whose address is P.O. Box 2026, Flint, MI 48501-2026, acting solely as nominee for AMERISAVE MORTGAGE CORPORATION 3525 PEIDMONT ROAD NE, 8 PIEDMONT CENTER SUITE 600, ATLANTA, GA 30305, its successors and assigns (the "Mortgagee");

#### WITNESSETH:

### WHEREAS:

A Note in the principal sum of \$420,000.00 was executed by JORDAN BCND AND SHANTALL BOND, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY ("Griginal Obligor(s)") on September 15, 2022, and delivered unto AMERISAVE MORTGAGE CORPORATION 3525 PEIDMONT ROAD NE, 8 PIEDMONT CENTER SUITE 600, ATLANTA, GA 30505 io. payment of this sum together with interest at the rate and upon the terms as more fully set forth in the Note; and

A Deed of Trust/Mortgage/Security Deed ("Security Instrument") was also executed, acknowledged and delivered to Mortgagee of even date therewith, which Security Instrument was recorded in DOCUMENT # 2225845101 ON SEPTEMBER 15, 2022 of the Official Records of the County Recorder's or Clerk's Office of COOK COUNTY, ILLINOIS, and which Security Instrument covered the premises described as follows:

Page 1 of 8 Pages



P+0145394276+6846+01+08+ASMPREL

Loan No: 0145394276 Data ID: 152

#### SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Commonly known as: 1820 N KEELER AVE, CHICAGO, IL 60639

Lender is the holder of the Note and Mortgagee, acting as nominee for Lender, is the holder of the Security Instrument and subsequent modifications thereof, if any (collectively the "Mortgage").

Transferor is to convey the premises described above to Transferee, and Transferee desires to assume payment of the Note and assume the terms of the Security Instrument; and

NOW, THEREFORE, in consideration of the mutual promises of the Parties hereto and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby covenant and agree as follows:

- 1. Lender and Mortgagee agree not to exercise the right to declare all sums secured by the Security Instrument to be immediately due and payable by reason of the anticipated transfer.
- 2. Lender unequivo ally occepts Transferee as the primary obligor to pay the remaining indebtedness as set forth below
- 3. Transferce does hereby assume all obligations under the Mortgage and further assumes and agrees to pay the principal sum of the inceptedness evidenced by the Note which has a current principal balance of \$401,810.00, together with interest thereon at the present rate of 2.875% per annum, in equal monthly installments of \$1,742.55, including the interest, on the first day of each month beginning January 1, 2023, together with any amounts required for escrow deposits all as set forth in the Security Instrument. A final installment equal to the entile remaining indebtedness of the obligation shall be due and payable on January 1, 2051. Subsequent to this Assumption and Release of Liability Agreement, adjustments to the interest rate and payment amount, if any, shall be made according to the terms of the Mortgage or this Agreement. A copy of the Note and subsequent modifications thereof, if any, are attached hereto and made a part hereof for all purposes.

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Loan No: 0145394276 Data 1D: 152

- 4. Transferor hereby relinquishes and transfers to Transferee all Transferor's interest in any monies which may be held by Lender as escrow deposits for the purposes of application to taxes, assessments, fire, or other insurance premiums, or any other purposes for which deposits are being required by Lender. Transferee assumes the liability for payment of any unpaid taxes, assessments, fire, or other insurance premiums and agrees to continue making monthly deposits for such purposes if required by the Note and Security Instrument.
- 5. Lender and Mortgagee do hereby relieve and release Original Obligor(s) of and from any and all further liability or obligation to make the payments provided for pursuant to the terms of the Mortgage. It is expressly understood and agreed by the Parties hereto that this Agreement shall not be deemed to be or construed as a release of the indebtedness nor shall anything herein contained in any manner of the remaining in the validity of the lien of the Security Instrument.
- 6. There are no offsets or defenses to the Mortgage or to the amount of the debt as hereinbefore set forth.
- 7. Except as modified by this Agreement, all the provisions of the Mortgage are and shall remain in full force and effect and shall be performed by Transferee as if these agreements had been originally executed by Transferee.
- 8. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their legal representatives, heirs, administrators, executors, successors and assigns.

IN THE EVENT this Agreement i not executed by Transferor, Transferee is nevertheless bound by this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Assumption and Release of Liability Agreement.

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Loan No: 0145394276

Data ID: 152

Transferor:

Shoutell Bond (Seal)

ACKNOWLEDGMENT

STATE OF TEXAS COUNTY OF

The foregoing instrument was acknowledged before me him 20 he, by

SHANTALL BOND

Notary Public

day of Meeunher

(Printed Name)

My commission expires:

OFFICIAL SEAL

GRACE J HERSH

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 28TH SEPT 2024

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P+0145394276+6846+04+08+ASMPRFI

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# **UNOFFICIAL COPY**

Loan No: 0145394276 Data ID: 152

Transferee:

JORDAN A BOND —Borrower (Sca

ACKNOWLEDGMENT

STATE OF TEXAS LUNCID -

The foregoing instrument was acknowledged before me 20/14, by JORDAN A BOND

OFFICIAL SEAL
GRACE J HERSH
NOTARY PUBLIC, STATE OF ILL NOIS
MY COMMISSION EXPIRES 28TH SEPT 2 124

Notary Public

Printed Name)

My commission expires: AS Japt Ally

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2308115008 Page: 6 of 9

# **UNOFFICIAL CO**

Data ID: 152 Loan No: 0145394276

Lender:

FREEDOM MORTGAGE CORPORATION

**ACKNOWLEDGMENT** 

STATE OF INCOM COUNTY OF Hamilton

§

The foregoing instrument was acknowledged before me this

of FREEDOM MORTGAGE CORPORATION, A New Processor

Jersey Corporation, on behalf of the entity.

DAVID J CASIANO lotary Public, State of Indiana Hamilton County ommission Number NP0738082 My Commission Expires December 21, 2029

Clort's Office

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# **UNOFFICIAL COPY**

Loan No: 0145394276

Data ID: 152

Mortgagee:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Mortgagee, as nominee for AMERISAVE MORTGAGE CORPORATION 3525 PEIDMONT ROAD NE, 8 PIEDMONT CENTER SUITE 600, ATLANTA, GA 30305, its successors and assigns/

ву:

Its: Hannah Hotton Assirstant Secretary
(Printed Name and Title)

**ACKNOWLEDGMENT** 

STATE OF Indiana COUNTY OF Hamilton

§ 8

The foregoing instrument was acknowledged before me this

Dy Hannah Hatten

of MORTGAGE ELECTRONIC

REGISTRATION SYSTEMS, INC., on behalf of the entity.

DAVID J CASIANO
Notary Public, State of Indiana
Hamilton County
Commission Number NP0738082
My Commission Expires
December 21, 2029

Notary Public

wid J. Casiano

(Printed Name)

My commission expires: 12/21/2029

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2308115008 Page: 8 of 9

# **UNOFFICIAL COPY**

Loan No: 0145394276

Borrower: JORDAN A BOND

Property Address: 1820 N KEELER AVE, CHICAGO, IL 60639

LEGAL DESCRIPTION

Paste final legal description here then photocopy.

COOK COUNTY CLERK OFFICE RECORDING DIVISION 118 AL. CLARK ST. ROOM 120 CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

Page 8 of 8 Pages

Data ID: 152



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2308115008 Page: 9 of 9

# **UNOFFICIAL COPY**

#### **EXHIBIT 'A'**

File No.:

28482 (ky)

Property:

1820 N KEELER AVE, CHICAGO, IL 60639

LOTS 31 AND 32 IN BLOCK 13 IN GARFIELD SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A.P.N. 13-24-411-032-0000

COOK COUNTY CLERK OFFICE RECORDING DIVISION 118 N. CLARK ST. POOM 120 CHICAGO, IL 60602-1357

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387