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Doc#: 2400206439 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 01/02/2024 02:56 PM Pg: 1 of 3

Assumption Agreement (Transferor without release of liability)

DATE OF THIS AGR

11/28/2023

PARTIES TO THIS AGR

Transferor:

Gene Lewis

Transferor's Address: 22451 FRANKLIN DRIVE RICHTON PARK IL 60471

Transferee: CATHERINE LEWIS

Transferee's Address: 22451 FRANKLIN DRIVE RICHTON PARK IL 60471

Note Holder/Lender: The Huntington National Bank

LOAN INFORMATION:

Original Lender: TCF NATIONAL BANK

Original Borrower(s): GENE LEWIS

Date of Original Note: 7/25/2005

Principal Amount of Original Note: \$95,407.11

Current Unpaid Principal Balance: \$ 69,393.06

Date Mortgage Recorded: 11/2/2023

Place Recorded: COOK COUNTY, ILLINOIS

Property Address: 22451 FRANKLIN DRIVE RICHTON PARK IL 60471

DATE OF TRANSFER OF PROPERTY: 05/19/1997

IN CONSIDERATION OF the mutual promises of the parties to this Agreement, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties mutually agree and covenant as follows:


1. **FACTS.** The facts recited above are true and correct.
2. **TRANSFER OF PROPERTY.** The Transferor has transferred, or will transfer, the Property to Transferee on the date indicated above.
3. **TRANSFEREE'S OBLIGATIONS.** Transferee assumes and agrees to pay to Note Holder the Current Unpaid Principal Balance shown above, together with interest on the unpaid balances thereof from time to time outstanding at the rate or rates set forth in the Note, in monthly installments as set forth in the Note; and Transferee agrees to be bound as a principal obligor with personal liability by all of the terms and provisions of the Note and Mortgages, except that the principal balance shall be as set forth in this Agreement, and except as otherwise provided in this Agreement.
4. **TRANSFEROR RELEASED.** All parties to the Agreement agree that Transferor is hereby forever released and discharged from any and all obligations and liabilities under the Note and Mortgage.
5. **NOTE HOLDER'S ACCEPTANCE.** Note Holder accepts Transferee as a principal obligor under the Note and Mortgage, and directs Transferee to make all required payments thereunder to Servicer, and to direct all inquiries to Servicer.
6. **ABSENCE OF CHANGES.** Except as modified by this Agreement, all of the provisions of the Note and Mortgage remain in full force and effect. This agreement shall not be deemed to be or be construed as a release of the indebtedness evidenced by the Note and Mortgage. Nothing contained in this Agreement shall impair the validity or priority of the lien of the Note and Mortgage.

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- 7. **ABSENCE OF DEFAULTS OR DEFENSES.** Transferor and Transferee severally represent and warrant that, except as described in Paragraph 12 below, (i) there are no defaults under the Note or Mortgage, and no event has occurred or to the knowledge of either of them is about to occur, which, with or without the lapse of time, would constitute default under the Note or Mortgage, and (ii) there are no offsets, claims, or defenses to the Note or Mortgage or to the amount of the outstanding indebtedness thereunder.
- 8. **BREACH OF AGREEMENT** Any breach of this Agreement by Transferor or Transferee or any untrue or false representation or warranty of Transferor or Transferee in this Agreement, shall be an event of default under the Note and Mortgage
- 9. **SUCCESSORS.** This Agreement shall be binding upon and insure to the benefit of the parties hereto, their legal representatives, heirs, administrators, executors, successors and assigns, provided, that neither Transferor nor Transferee shall have the right to assume this Agreement or the Note and Mortgage except as otherwise provided in the Note and Mortgage.
- 10. **COPIES OF NOTE AND MORTGAGE.** Transferee acknowledges receipt of a copy of the Note and Mortgage prior to signing this Agreement
- 11. **DEFINITIONS.** The following terms have the following meanings when used in this Agreement:
 - a. "Property" means the real estate described in the Mortgage.
 - b. "Note" means the promissory note described above.
 - c. "Mortgage" means the mortgage described above.
 - d. "Servicer" means The Huntington National Bank
- 12. **ADDITIONAL TERMS.** The following additional terms (if any) are also part of this Agreement:

IN WITNESS WHEREOF, the parties have set their hand and seal on the Date of this Agreement set forth above

For the Note Holder named above,
The Huntington National Bank



 By: Lisa Stepney, Staff Officer
 5555 Cleveland Ave.,
 Columbus, Ohio 43231

NOTARY ACKNOWLEDGMENT

STATE OF Ohio
COUNTY OF Franklin

Before me personally appeared Lisa Stepney, Staff Officer of The Huntington National Bank, a national banking association, on behalf of the corporation, personally known to me or to be the person described in and who executed the foregoing instrument or who provided N/A as identification, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed

WITNESS my hand and official seal, this 5th day of December, 2023.


 NOTARY PUBLIC
 State of Ohio
 Commission Expires March 18, 2025



Ebery R Fica
 Notary Public, State of Ohio
 My Commission Expires March 18, 2025

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TRANSFeree.

Catherine Lewis
CATHERINE LEWIS

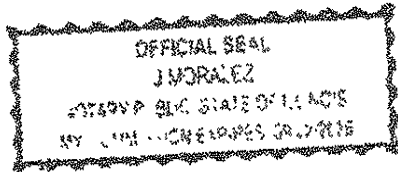
Property of Cook County Clerk's Office

NOTARY ACKNOWLEDGMENT

STATE OF
COUNTY OF

Before me personally appeared CATHERINE LEWIS, personally known to me or to be the person(s) described in and who executed the foregoing instrument or who provided IL DRIVER'S LICENSE as identification, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 30TH day of November, 2023.



J. Morales

NOTARY PUBLIC
State of ILLINOIS
My Commission Expires: 02/02/2026

Loan Origination Organization:
The Huntington National Bank

Prepared by: JACOB A. GLAZIER
NMLS ID 2463591
Huntington National Bank
5555 Cleveland Ave.
Columbus, Ohio 43231

When recorded mail to:
Becky Harmon
The Huntington National Bank
5555 Cleveland Ave GW2W50
Columbus, OH 43231