

THIS INSTRUMENT PREPARED BY: Bank of America, N.A.

When Recorded Mail To: Bank of America, N.A. Mail Stop TX2-981-04-27 7105 Corporate Drive Plano, TX 75024 Doc# 2407211019 Fee \$90.00 ILRHSP FEE:S18.00 RPRF FEE:S1.00 KAREN A. YARBROUGH

COOK COUNTY CLERK'S OFFICE DATE: 3/12/2024 1:55 PM

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ASSESSOR PARCEL NUMBER: [13152230320000]

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY

This Assumption Agreement ("Ag ec:nent") is made 03/05/2024 between AMANDA ANN MONTES ("Borrower/Purchaser") and NICHOLAS J. PAPAS ("Seller") and Baril of America, N.A. ("Servicer"), on behalf of itself or the related Lender or Note Holder.

Bank of America, N.A., Loan Servicer, acting on behalf of the Note Holder, Bank of America, N.A.. For the Assumption of that certain Note and Deed of Trust, Mortgage or Security Deed (the "Security Instrument") executed and recorded in the Official Records of Real Property of Cook County, State of Ill covering property with a commonly known address as: 4524 N KILDARE AVE CHICAGO, IL 60630 (the "Property") and more specifically described as follows:

See "Exhibit A" ATTACHED HERETO AND INCORPORATED HEREIN.

The Security Instrument secures the payment of the Note entered into by Seller in favor of Lender, Note Holder, or Servicer dated 07/08/2013 in the maximum principal sum of \$158,440.00 ("Note")

Borrower/Purchaser's Promise to Pay:

In consideration for Note Holder's consent to the transfer of the Property and Abligation to Borrower/Purchaser, Borrower/Purchaser hereby assumes the loan and agrees to pay the indebtedries a evidenced by the Note and to be bound by and to perform all the terms, conditions, and covenants of the Note which is attached hereto as "Exhibit B" and incorporated herein and all terms, conditions, and covenants of the Security Instrument. Nothing in this Agreement will invalidate, impair or release any term or condition of the Note or the Security Instrument except as provided hereir. It is agreed that the present unpaid principal balance of the loan being assumed is \$119,477.52, which may be subject to change oursuant to the terms of the Note. No new monies were advanced as part of this assumption. Servicer may report information about the Loan to credit bureaus. Late payments, missed payments, or other defaults on the Loan may be reflected in Borrower/Purchaser's credit report.

If more than one person signs this Agreement as Borrower/Purchaser, each of us is fully obligated to reep all of the Borrower/Purchaser's promises and obligations contained in this Agreement, including the promise to pay the full amount owed. Note Holder/Lender may enforce its rights against any Borrower/Purchaser individually or against all Bonower's/Purchasers together. This means that any Borrower/Purchaser may be required to pay all of the amounts owed under the Note.

Transfer of Escrow Funds to Borrower/Purchaser:

Seller hereby assigns and transfers to Borrower/Purchaser all right, title and interest to all monies held on hand or lockcoming in the escrow account maintained by Loan Servicer for the periodic payment of real estate taxes, insurance premiums, and other applicable charges. In the event any refund is received of monies previously paid from the escrow account, the refund will be re-deposited into the account.

Waiver of Due-on-Transfer Clause:

Lender hereby waives any right to exercise the option to accelerate the debt with respect to this sale or transfer of the Property pursuant to the Security Instrument and releases NICHOLAS J. PAPAS from all obligations under the Security Instrument and the Note. This waiver is made solely for the benefit of releases NICHOLAS J. PAPAS and is not a waiver by Note Holder/Lender of any rights under the Note or a satisfaction of any indebtedness due under the Note, and is not a waiver of any rights under the Security Instrument in the event of any subsequent sale or transfer of the Property.

Borrower/Purchaser promises that Borrower/Purchaser is the lawful owner of the Property.

By signing this Agreement, each Borrower/Purchaser agrees to all of the above terms.

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Notwithstanding any other provision in this Agreement the parties will not be legally obligated under the Agreement until accepted by Lender and three business days after the date Borrower signs this Agreement, whichever is later.

EXECUTED as of the day and year first written above.

Lehola J. Papar ICHOLAS J. PAPAS Seller Signature: Borrower/Purchaser Signature: *The Non-Purchasing Spouse's not personally obligated to repay the sums secured by the Security Instrument, but is signing for purposes of: (i) acknowledging Note Holder/Lender's prior lien on the Property; (ii) granting, conveying and consenting, to the extent necessary, to Note Holder/ ender's security interest on the Property securing the Note; and (iii) agreeing that the Note Holder/Lender and any other Borrow in may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Security Instrument or Note without the Non-Borrower Spouse's consent. Non Purchasing Spouse* Signature: State of IL County of Cook County much, τιζ, before me the undersigned, personally appeared known to me (or proved on the basis of satisfactory evidence) to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/ she executed the same. Notary Public: Official Seal Expiration date Rosa Andino Notary Public State of Illinois State of IL My Commission Expires 12/08/2024 County of Cook County 7marck, 2024, before me the undersigned, personally appeared known to me (or proved on the basis of satisfactory evidence) to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/ she excuted the same. Notary Public: Expiration date Official Sea Notary Public State of Illinois
My Commission Expires 12/08/2024 Rosa Andinu

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PLEASE DO NOT WRITE BELOW Bank of America, N.A.

ACCEPTED AND AGREED TO BY Bank of America, N.A., Loan Servicer, signing for itself, Note Holder and Lender.

Ву: Scot Kiefblock, Vice President

Notary Acknowledgme. t 0 State of Texas County of Collin

This instrument was acknowledger before me on 03/05/2024 by Scot Kielblock, Vice President of Bank of America, N.A., a national association, on behalf of and corporation.

(SEAL)

(Notary Public Signature)



JNOFFICIAL CC

LOAN #: 247201005

NOTE

JULY 08, 2013

CHICAGO [City]

ILLINOIS [State]

4524 N KILDARE AVE, CHICAGO, IL 60630-4205 [Property Address]

BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$158,440.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is BANK OF AMERICA, N.A.

I will make all payments under this Note in the form of cash, check or money order.

I under and that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive psymer s under this Note is called the "Note Holder,"

INTEREST.

Interest with to marged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

PAYMENTS

(A) Time and Place of Paymer is

I will pay principal and interest by and ang a payment every month.

I will make my monthly payment on the LINST day of each month beginning on SEPTEMBER 01, 2013. I will make these payments every month until have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on AUGUST 01, 2043 , I still over amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 650070, Dallas, TX 75265-0070

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$711.47

BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are die. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Polder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to the brincipal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interes or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such war of age shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal Lowe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment,

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

MULTISTATE FIXED RATE NOTE--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3200 1/01

Fixed Rate Note 2005N-XX (05/11)(d/i)

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Exhibit "A" Legal Description

The land referred to herein below is situated in the county of COOK, State of IL and is described as follows:

ALL THAT PARCEL OF LAND IN THE CITY OF CHICAGO, IN COOK COUNTY, STATE OF ILLINOIS, ID# 13-15-223-032-0000, BEING KNOWN AND DESIGNATED AS FOLLOWS:

LOT 15 AND THE SOUTH 1/3 OF LOT 14 IN GEORGE E. THOMAS RESUBDIVISION OF LOTS 1, 4, 5, 6, 9, 12, 13, 16, 17, 20, 21, AND 24 OF SLOCK 4 OF STEVEN'S SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANCE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

4524 N KILDARE KYF, CHICAGO, IL 60630 Of Coot County Clark's Office

Tax/Parcel ID: 13-15-223 J32-0000