

# UNOFFICIAL COPY

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KAREN A. YARBROUGH

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Date 4/10/2024 2:35 PM Pg: 1 of 5



REF279912577B

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## ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY

This Assumption Agreement (The "Agreement") is made this **22nd** day of **November**, **2023**, by and between **JEANNE M WAHL** (the "Borrowers") and **Wells Fargo Bank N.A.** (the "Lender"), and **HOWARD B WAHL IV** (the "Sellers") to be effective **30<sup>th</sup>** day of **November**, **2023**, or the date document is recorded, whichever is applicable.

### RECITALS

The Lender is the holder of a promissory note (the "Note"), executed by **HOWARD B WAHL IV** and **JEAN M WAHL** and dated the **20th** day of **March**, **2012**, in the original principal amount of **Two Hundred Sixteen Thousand Seven Hundred Fifty And 00/100** Dollars (**\$216,750.00**).

The Note is secured by a First Lien Security Instrument executed by the Sellers and dated the **20th** day of **March**, **2012**, on certain real property located in **COOK County, Illinois**, (the "Security Instrument") legally described as follows:

**LEGAL DESCRIPTION: See Attached Exhibit A**

which Security Instrument was duly recorded/filed on **April 19**, **2012**, in the office of the County Recorder in and for **COOK County, Illinois** as **Document Number 1211011001**.

Contemporaneously with the execution of the Agreement the Sellers have conveyed to the Borrowers all right, title and interest in the above described property.

The Security Instrument provides that it may be assumed by subsequent purchasers of said real estate only with the approval of the Lender.

**Property Address: 10611 S Millard Avenue, Chicago, IL 60655**

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As part of the purchase price of the above described property the Buyers have agreed to assume and pay the indebtedness evidenced by Note and to be bound by the obligations of the Security Instrument, as amended by this Agreement.

Upon such assumption the lender is willing to release the Sellers from all personal liability arising under the Note and Security Instrument.

In consideration of their mutual promises the Buyers and the Lender hereby agree as follows:

1. The Buyers hereby assume and promise to pay all of the indebtedness evidenced by the Note as modified, and agree to be bound by and to perform all of the covenants of the Security Instrument at the time and in the manner provided therein. The Buyers further agree that the above described property shall be held as security for any and all indebtedness of the Buyers evidenced by the Note otherwise secured by the Security Instrument.
2. The Buyers agree and acknowledge that the Note, Security Instrument and all other loan documents are valid and enforceable in accordance with their terms and there are no offsets, defenses, or counterclaims available with regard to the enforcement and validity of these documents.
3. The Lender hereby approves the assumption provided for in the preceding paragraphs and releases the Sellers from all personal liability which may hereafter arise under the Note and Security Instrument.
4. This Agreement shall not waive Lender's rights with respect to giving its approval of any subsequent assumptions of the obligation evidenced by the Note and secured by the Security Instrument.
5. On or before the Effective Date, Buyer/Seller shall pay to Lender a fee for in an amount indicated in the disclosure or other documents provided to Buyer/Seller by Lender in connection with the Assumption.
6. Save as provided in the Agreement, the terms and provisions of said Note and Security Instrument remain unchanged.
7. The Buyers hereby acknowledge receipt of a copy of the Note and Security Instrument.

In witness whereof, Buyers and Sellers have executed this Agreement.

Jeanne M. Wahl 11/30/2023  
 - BORROWER - JEANNE M WAHL - DATE -

Howard B. Wahl IV 11-30-2023  
 - SELLER - HOWARD B WAHL IV - DATE -

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STATE OF Illinois

COUNTY OF Cook

This instrument was acknowledged before me on 11/30/2023 by Jeanne M. Wahl

Annmarie C. Sims  
Notary Public

My Commission Expires: 12/15/2025

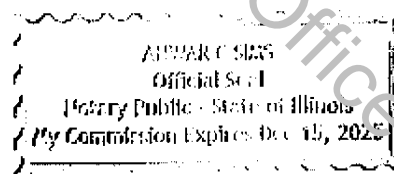
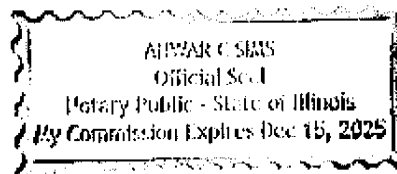
STATE OF Illinois

COUNTY OF Cook

This instrument was acknowledged before me on 11/30/2023 by Howard B. Wahl IV

Annmarie C. Sims  
Notary Public

My Commission Expires: 12/15/2025



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Shawn Glidden  
Title: VP of Loan Documentation  
Wells Fargo Bank, N.A.

SHAWN Glidden

STATE OF MINNESOTA

COUNTY OF KENNEPIN

}  
S.S.

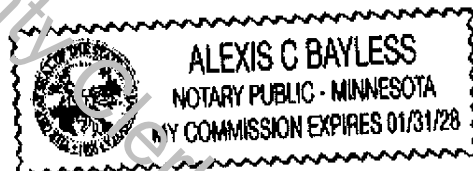
On this NOVEMBER 24<sup>th</sup> 2023, before me, a Notary Public, in and for said County and State, personally appeared SHAWN GLIDDEN to me personally known, who being by me duly sworn did say that he/she is the VP OF LOAN DOCUMENTATION respectively of the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporate seal of said corporation, and that the instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and the said SHAWN GLIDDEN acknowledged said instrument to be the free act and deed of said corporation.

Alexis Bayless  
Notary Public

01/31/2028  
My Commission Expires

This instrument was drafted by:  
**Sarah Hernandez**

Wells Fargo Home Mortgage  
Attn: Assumptions Post Closing  
MAC N9408-03E  
2710 5th Ave S  
Minneapolis, MN 55408



Return to:  
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## EXHIBIT "A"

The following described real estate situated in the County of Cook in the State of Illinois, to wit:

The west 1/2 of the north 35-1/2 feet of the south 71 feet of lot 5 and the north 7 feet 6 inches of the south 35 feet 6 inches (except the east 147 feet thereof) of lot 5 (except that part conveyed to the City of Chicago by document recorded January 11, 1964 as document no. 19015778) in J.S. Hovland's Lawndale subdivision of part of the southeast 1/4 of the northwest 1/4 of section 14, township 37 north, range 13, east of the Third Principal Meridian, lying south of the north 6-2/3 acres thereof, in Cook County, Illinois.

Being the same property conveyed to Howard B. Wahl and Jean M. Wahl, not in tenancy in common, not as joint tenants but as tenancy by the entirety by Warranty Deed from John C. Goosherst and Sheila Goosherst, husband and wife, dated March 20, 2012, recorded on June 19, 2012 as Instrument 1211011000