Doc#. 2415802067 Fee: \$107.00 CEDRIC GILES COOK COUNTY CLERK'S OFFICE Date 6/6/2024 11:53 AM Pg: 1 of 6

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ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY



This Assumption Agreement (The "Agreement") is made this 19th day of March, 2024, by and between MARY BETH LEWAND and ANTHONY P LETRICH (the "Borrowers") and Wells Fargo Bank N.A. (the "Lender"), and FETRONELLA LETRICH and ANTHONY J LETRICH (the "Sellers") to be effective 12th day of April, 2024, or the date document is recorded, whichever is applicable.

RECITALS

The Lender is the holder of a promissory note (the "Note"), executed by ANTHONY J LETRICH and PETRONELLA LETRICH and dated the 6th day of April, 2004, in the original principal amount of One Hundred Twenty-Six Thousand Phree Hundred And 00/100 Dollars (\$126,300.00).

The Note is secured by a First Lien Security Instrument executed by the Sellers ar i dated the 6th day of April, 2004, on certain real property located in COOK County, 111 rois, (the "Security Instrument") legally described as follows:

LEGAL DESCRIPTION: See Attached Exhibit A

which Security Instrument was duly recorded/filed on April 21, 2004, in the office of the County Recorder in and for COOK County, Illinois as DOCUMENT NUMBER 0411235069. PIN: 13-26-125-004-0000

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.

23428.63

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 raid Note and Security Instrument remain unchanged.
- 7. The Buyers hereby acknowledge receipt of a copy of the Note and Security Instrument.

EX 23428.63

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

- BORROWER MARY SETH LEWAND - DATE -

- BOPROWER -VANTHONY P LETRICH - DATE -

- SELLER - PETRONELLA LETRICH (DECEASED) - DATE -

- SELLER - ANTLONY J LETRICH (DECEASED) - DATE -

STATE OF 1621 MOIS

COUNTY OF COOK

This instrument was acknowledged before rie on April 12 19 2014 by MARY BETH LEWAND, ANTHONY P. LETRICH

Notary Public

My Commission Expires: 2/2 2/2015

SUELA SULO Official Seal Notary Public - State of Illinois My Commission Expires Apr 22, 2025

STATE OF 1 LLINDIS
COUNTY OF <u>COOL</u>
This instrument was acknowledged before me on April 12, 2019 by MARY BETH LEWAND, ANTHONY OF LETRICH
Notary Public
My Commission Expires: 04/22/2018
2

SUELA SULO Official Seal Potary Public - State of Illinois My Summission Expires Apr 22, 2025

ash Hardy
Title: VP of Loan Documentation - Ash Wardon
Wells Fargo Bank, N.A.
STATE OF MINNESOTA } S.S. COUNTY OF HENNEPIN }
COUNTY OF HENNEPIN }
On this A?RIL 10th 2024, before me, a Notary Public, in and for said County and
State, personally appeared ASH HARDEN to me personally known, who being by
me duly swore did say that he/she is the Woof LOANDSCUMENTIAND 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 ASH HARDEN

acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

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My Commission Expires

This instrument was drafted by: Theresa Erickson

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

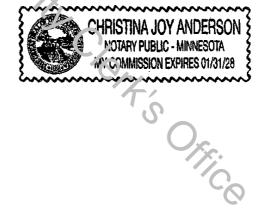


EXHIBIT "A"

The following described real estate, situated in County of Cook, State of Illinois: Lot 56 in Heafield's Subdivision of Lot 12 (Except the East 5 acres thereof) and the West 1/2 of Lot 13 of Davlin, Kelly & Carroll's

Subdivision of the Northwest 1/2 of Section 26, Township 40 North, Range 13, East of the third principal meridian, in Cook

County, Illinois.

Parcel Number: 13-26-125-004-0000

Property of Cook County Clerk's Office