

TO BE RECORDED

ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY

THIS AGREEMENT, made this 14th day of November, 2007 by and among
RHONDA B CHRISTENHOLZ ("Sellers"),
JEFFREY S CHRISTENHOLZ ("Purchasers").

WITNESSETH

WHEREAS, Purchaser(s) has purchased from the Seller(s) real property located at 2376 IRENE DR PALATINE, IL 60074 as set forth in the security instrument ("Security Instrument") dated August 22, 2003, which was recorded among the Land Records of Cook County, State of Illinois; and

WHEREAS, on August 22, 2003, a note ("Note") covered by the security instrument was executed by the "Sellers" in the original amount of \$106,000.00, payable in monthly installments of principal and interest in the amount of \$585.34 each commencing on the first day of October 1st, 2003 and continuing monthly thereafter until the first day of September 1st, 2033, when the principal and interest are paid fully. The outstanding balance of the Note as of the date hereof is \$99,201.81 and * Recorded 9/17/03 Doc # 0326026325

WHEREAS, Purchaser desires to assume and to agree to pay the indebtedness and to perform all of the terms and conditions of the said note and security instrument.

NOW, THEREFORE, in consideration of one and more dollars (\$1.00+) and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. Purchaser assumes and agrees to pay the indebtedness evidenced by said Note according to the terms of the Note and agrees to keep and to perform all of the covenants and conditions of the security instrument according to the provisions thereof and agrees to be bound thereby with the same force effect as though the Purchaser had been the original maker of the Note and security instrument.
2. Seller and Purchaser severally represents, warrant, and agree they have no offsets or defenses of any kind against enforcement of the said Note and security instrument which shall remain and continue in full force and effect hereby approved, ratified, and confirmed.
3. Lender understands and agrees that by the execution of this Agreement the Seller is no longer personally liable to pay the indebtedness evidenced by the said Note and is released from liability.
4. The liability of those signing this Agreement as Purchaser shall be joint and several.
5. The word "Note" as used in the Agreement shall be construed to mean the note, bond, or any other written instrument which evidences the indebtedness referred herein. The words "Security Instrument" as used in the Agreement shall be construed to mean the mortgage, deed of trust or other written instrument which secured the indebtedness referred herein.
6. Whenever appropriate, the singular number shall include the plural and the plural number the singular.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Assignment the day and year first above written.

Rhonda B Christenholz
Seller: **RHONDA B CHRISTENHOLZ**

Jeffrey S Christenholz
Purchaser: **JEFFREY S CHRISTENHOLZ**

Seller: _____

Purchaser: _____

CitiMortgage, Inc

By: RJ Seaser
RJ Seaser, Assistant Vice President

RJ SEASER
Assistant Vice President
CitiMortgage, Inc.
Consumer Direct Operations
100 Galleria Office Centre/Suite 300
Southfield, MI 48034-8409
248-905-7028
SOE #RJ11149

STATE OF Illinois

COUNTY OF Cook

} SS:



Doc#: 0805708237 Fee: \$50.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/26/2008 02:12 PM Pg: 1 of 3

On this 14th day of November, 2007, before me, the undersigned officer, personally appeared JEFFREY S CHRISTENHOLZ (Borrowers)
and RHONDA B CHRISTENHOLZ (Sellers),

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Diane Rodriguez
NOTARY PUBLIC

MY COMMISSION EXPIRES: 03/29/09



UNOFFICIAL COPY

State of MICHIGAN

County of Wayne

I, Manisha Shah, a Notary Public of the County and State aforesaid, certify that R.J. Seaser personally came before me this day and acknowledged that he is an Assistant Vice President of Citimortgage, Inc. and that he as Assistant Vice President, being authorized to do so, executed the foregoing instrument on behalf of the bank.

WITNESS my hand and official stamp or seal, the ^{9TH} day of November 2007.

My commission expires:

MANISHA SHAH
NOTARY PUBLIC WAYNE CO. MI
MY COMMISSION EXPIRES Dec 2, 2017



Notary Public

SEAL-STAMP

THIS CERTIFICATE MUST BE ATTACHED TO
THE DOCUMENT DESCRIBED AT RIGHT

TITLE OF DOCUMENT: ASSUMPTION AGREEMENT
WITH RELEASE OF LIABILITY

NUMBER OF PAGES: 1

DATE OF DOCUMENT: 11-14-2007

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SCHEDULE A - LEGAL DESCRIPTION

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

Lot 84 in Brentwood Estates, being a subdivision of the North 660 feet (except the East 260 feet) of the North 1/2 of the Northeast 1/4 together with the West 400 feet of that part lying South of the North 600 feet of the North 1/2 of the Northeast 1/4 of Section 3, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

For Informational Purposes Only: 2376 NORTH IRENE DRIVE , PALATINE, IL 60074

Reference #:

Record Owner(s): JEFFREY S. CHRISTEHOLZ

COUNTY:

BLOCK:

PARCEL ID:

02-03-
206-016-
0000

LOT:

This Schedule A has been made accessible via our website for **review only** purposes. The final Schedule will be included with your Title Commitment. Any changes made to the Schedule which have not been sanctioned by our company will not be included in the title policy and therefore will not be insured.

TITLESERV, INC.
CIC-2501137

RECORD AND RETURN
TITLESERV, INC
ATTN: RECORDING DEPARTMENT
88 FROELICH FARM BLVD.
WOODBURY, NY 11797

Property of Cook County Clerk's Office