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Doc#: 1004731049 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/16/2010 11:44 AM Pg: 1 of 4

CONSENT TO TRANSFER OF LEGAL TITLE FROM INDIVIDUAL(S) TO LIVING TRUST(S)

Dated as of September 2, 2009

THIS AGREEMENT (as modified from time to time, "this Agreement") is by, between and among William R. Panje and Helen S. Panje*(an individual(s) (both individually and collectively referred to as the "Borrower"), **Husband and Wife, in Helen Panje as trustee under Trust Agreement dated Joint Tenancy September 2, 2009 and known as the Helen Panje Revocable Trust, as amended from time to time (the "First Trust"), (if only one trust, insert N/A in blanks for second trust) N/A as trustee under Trust Agreement dated N/A and known as the N/A Trust, as amended from time to time (the "Second Trust") (the trustee of the First Trust and the trustee of the Second Trust, both individually and collectively referred to as the "Trustee"), and THE NORTHERN TRUST COMPANY, located at 50 South LaSalle Street, Chicago, Illinois 60675 ("Lender").

WHEREAS, Borrower is the legal and equitable owner of a residence commonly known as 999 N. Lake Shore Drive, Unit 4C, Chicago, IL 60611, Illinois (the "Property"), legally described in Exhibit A hereto, and has executed the following mortgage documents and other assignments of such Property to Lender (or its assignor):

- Mortgage dated as of November 12, 2002 recorded on November 11, 2002, as Document No. 0021295493.
- Equity Credit Line Mortgage dated as of November 12, 2002 recorded on November 11, 2002, as Document No. 0021295494.
- Collateral Assignment of Beneficial Interest in Land Trust and Security Agreement dated as of _____, 20__ recorded on _____, 20__, as Document No. _____.
- Other (specify) _____ recorded on _____, 20__, as Document No. _____.

(as modified from time to time, collectively referred to as the "Collateral Document"; the Collateral Document and all related notes and other documents collectively, the "Loan Documents");

WHEREAS, Borrower wishes to transfer legal title in the Property to Helen Panje, as Trustee*(specify here the trust(s) to hold title), and has represented and warranted to the Lender that:

*of the Helen Panje Revocable Trust U/A/D 9/2/09

DONE AT CUSTOMER'S REQUEST

Box 400-CTCC

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(i) one or more of the Borrower, namely Helen Panje
is the beneficiary(ies) of the First Trust; and

(ii) one or more of the Borrower, namely N/A
is the beneficiary(ies) of the Second Trust.

The Lender is willing to consent to such transfer upon the terms and conditions set forth below.

NOW THEREFORE, the parties agree as follows:

(1) Agreement to be Liable; Reaffirmation of Borrower. The Trustee, jointly and severally, hereby assumes any and all obligations of Borrower under the Collateral Document and shall be bound by the terms of the Collateral Document as if a party to it. Borrower, jointly and severally, hereby confirms that all obligations of Borrower under the Loan Documents are and shall remain in full force and effect, notwithstanding this Agreement and the transfer of legal title to the Property to the Trustee, except that Lender shall be deemed to have waived any default thereunder caused solely by such transfer of legal title to the Trustee (but no other default, event of default, or similar event).

(2) Consent. Conditioned upon the execution and delivery by all parties of this Agreement and any related documents, the Lender consents to the transfer of legal title to the Property to the Trustee.

(3) Miscellaneous. Borrower and Trustee expressly agree to execute such documents and take such actions from time to time as Lender may reasonably request to effect the purposes and intent of this Agreement. This Agreement and any document or instrument executed in connection herewith shall be governed by and construed in accordance with the internal law of the State of Illinois, and shall be deemed to have been executed in the State of Illinois. Unless the context requires otherwise, wherever used herein the singular shall include the plural and vice versa, and the use of one gender shall also denote the other. This Agreement shall bind Borrower, Trustee, and his(her)(its)(their) heirs, executors, trustees (including without limitation successor and replacement trustees), personal representatives, successors and assigns, and shall inure to the benefit of Lender, its successors and assigns, except that neither Borrower nor Trustee may transfer or assign any of his(her)(its) rights or interest hereunder without the prior written consent of Lender. Borrower and Trustee agree to pay upon demand all expenses (including without limitation attorneys' fees and legal costs and expenses, in each case whether in or out of court, in original or appellate proceedings or in bankruptcy) incurred or paid by Lender or any holder hereof in connection with the enforcement or preservation of its rights hereunder or under any document or instrument executed in connection herewith. If there shall be more than one person or entity constituting Borrower and/or Trustee, each of them shall be primarily, jointly and severally liable for all obligations of Borrower and/or Trustee, respectively, hereunder.

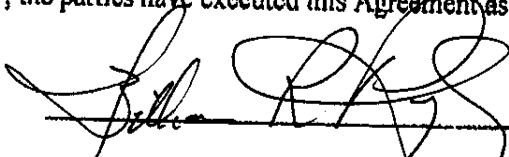
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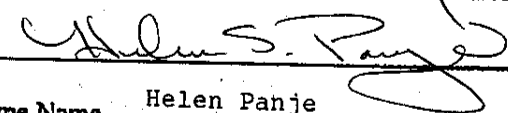
TOTAL P.08

Borrower and Trustee, as applicable, hereby RELEASE and WAIVE all rights under and by virtue of the homestead exemption laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

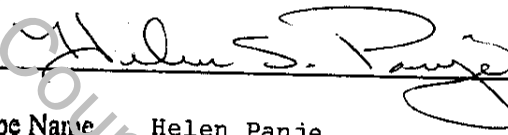
Borrower:


Type Name William R. Panje


Type Name Helen Panje

Trustee of the First Trust:

Helen Panje
as trustee under Trust Agreement dated September 2, 2009 and known as the Helen Panje Revocable Trust, as amended from time to time


Type Name Helen Panje

Trustee of the Second Trust:

N/A
as trustee under Trust Agreement dated _____ and known as the _____ Trust, as amended from time to time

N/A
Type Name _____

Lender:

THE NORTHERN TRUST COMPANY

By: 

Its: Senior Vice President

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EXHIBIT A

STREET ADDRESS: 999 LAKE SHORE DRIVE, APT 4C

CITY: CHICAGO COUNTY: COOK

TAX NUMBER: 17-03-208-008-0000

LEGAL DESCRIPTION:

LOT 12 IN HOLBROOK AND SHEPARD'S SUBDIVISION OF PARTS OF BLOCK 8 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1912 AS DOCUMENT NUMBER 4918125, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office