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Doc# 1635755077 Fee \$44.00

CHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/22/2016 11:51 AM PG: 1 OF 4

WHEN RECORDED RETURN TO:

Franklin American Mortgage Company
Attention: Assumptions Department
425 Phillips Blvd
Ewing, NJ 08628
Investor #: 0209972655

[Space Above This Line For Recording Data]

Release of Liability Agreement

Min #: 100786S 1701586084 0
888-679-MERS

AGREEMENT made on this 29th day November 2016
by and between MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
("MERS") herein after referred to as "Mortgagee", GABRIEL J. MCDONALD AND
KELLI A. MCDONALD hereinafter referred to as the "Mortgagors", GABRIEL J.
MCDONALD herein after referred to as "Assuming Grantee".

WITNESSETH:

1. Mortgagee is the holder of a Note/Bond and Mortgage/Deed of Trust made by the Mortgagors dated 12-14-12 and recorded in the office of the Cook County in Book at Page(s) 1234908306 or as Instrument Number, covering premises known as: 871 S DWYER AVENUE, ARLINGTON HEIGHTS, IL 60005
2. There is due on said Note/Bond and Mortgage/Deed of Trust as of the date SEPTEMBER 2016 hereof the sum \$269,250.19 together with interest from AUGUST 2016
3. The said Mortgage/Deed of Trust provides that in the event of a sale or transfer of the mortgaged premises the unpaid principal indebtedness shall become due unless the prior consent of the Mortgagee shall be obtained.
4. In consideration of the agreement and undertaking of the Assuming Grantee assuming and agreeing to pay the Note/Bond and to perform the covenants and obligations of said Mortgage/Deed of Trust securing said Note/Bond, Mortgagee waives and relinquishes its right under the Mortgage/Deed of Trust to declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable by reason of the sale and transfer by the Mortgagors to the Assuming Grantee, it being understood and agreed that this waiver and relinquishment applies only to said sale or transfer and not to any future sale or transfer.
5. It is further understood and agreed that the Mortgagors are released of any liability in and under the above described Note/Bond and Mortgage/Deed of Trust, as amended hereby, and hereby consent to and agree to all of the terms of the herein described Note/Bond and Mortgage/Deed of Trust.
6. The Mortgagee, in consideration of the covenants in this agreement, has at the request of the Mortgagors, agreed to a transfer of the mortgaged premises to the Assuming Grantee subject to the following conditions:

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- A. The Assuming Grantee, their Successors or assigns, hereby covenant and agree that from and after this date, they shall be jointly and severally liable for and bound by each and all of the terms of the said Note/Bond and Mortgage/Deed of Trust in the same manner and to the same extent as if they had executed said instruments in the first instance.
- B. All payments to the Mortgagee must be current at the time of transfer of title.

ALL PARTIES TO THIS AGREEMENT specifically undertake and agree that nothing in this agreement shall be understood or construed to amount to a satisfaction or release in whole or in part of said Note/Bond or impair the right of sale provided for under the terms of the Mortgage/Deed of Trust or other remedy provided by law for the foreclosure of the Mortgage/Deed of Trust by action or otherwise.

IT IS UNDERSTOOD AND AGREED that all terms and conditions of the above mentioned Note/Bond and Mortgage/Deed of Trust shall remain in full force and effect without change, except as hereinafter otherwise specifically provided and that this agreement applies only to this said sale of transfer.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day first above written.

Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")

By: Mark F. Kelbaugh
MARK F. KELBAUGH

Witness: Michael Esposito

State of New Jersey :
County of Mercer

On this 1st day of September 2016, before me, the Undersigned Notary Public in and for said County and State, personally appeared **MARK F. KELBAUGH** and, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within Instrument as Vice President of the corporation that executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

My Commission Expires 8/17/20 Robert J. Castiglia
Notary Public

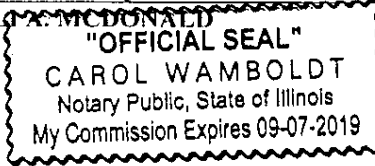
ROBERT J. CASTIGLIA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 17, 2020
ID# 2453287

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Mortgagors:

Gabriel J. McDonald
GABRIEL J. MCDONALD

Kelli A. McDonald
KELLY A. MCDONALD



2nd December 2016
Carol Wamboldt
Glenview, IL
Cook County
Commission exp 9-7-19

State of IL :

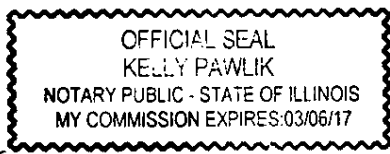
County of Cook :

On this 29 day of November 20 16, before me, the undersigned Notary Public in and for said County and State, personally appeared **GABRIEL J. MCDONALD AND ~~_____ MCDONALD~~** who I am satisfied is/are the person(s) named in and who executed the within Instrument, and thereupon he/she/they acknowledged that he/she/they signed, sealed and delivered the same as his/her/their act and deed, for the purposes therein expressed.

[Signature]
Notary Public

My Commission Expires: 3/6/17

Assuming Grantee:



Gabriel J. McDonald
GABRIEL J. MCDONALD

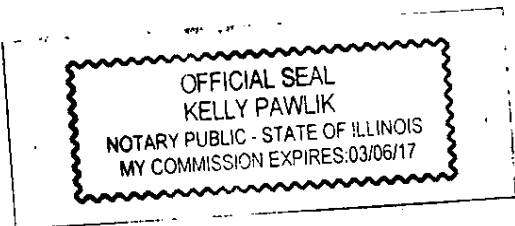
State of IL :

County of Cook :

On this 29 day of November 20 16, before me, the undersigned Notary Public in and for said County and State, personally appeared **GABRIEL J. MCDONALD** who I am satisfied is/are the person(s) named in and who executed the within Instrument, and thereupon he/she/they acknowledged that he/she/they signed, sealed and delivered the same as his/her/their act and deed, for the purposes therein expressed.

[Signature]
Notary Public

My Commission Expires 3/6/17



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Property of Cook

UNIT 44-871 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN VILLA ARLINGTON CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 88-494271, AS AMENDED FROM TIME TO TIME, IN THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number(s): 03-31-301-105-1015

Property Address: 871 Dwyer Avenue, Arlington Heights, IL 60004

Office