

Doc# 1736113049 Fee \$48.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/27/2017 03:32 PM PG: 1 OF 6

When recorded mail to:

Kondaur Capital Corporation 333 South Anita Drive, Suite 400 Orange, CA 92868

RELEASE OF LIABILITY FOR MORTGAGE DEBT

THIS AGREEMENT IS MADE AMONG: Shelley E. Eulingbourgh ("Borrower"), Burton M. Eulingbourgh ("Co-Borrower") and Second Opportunity of ("Lender").

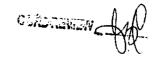
WHEREAS, Borrower and Co-Borrower executed a promissory note in the amount of TWO HUNDRED SEVENTY-NINE THOUSAND THREE HUNDRED TWENTY-EIGHT DOLLARS (\$274,387.00) ("the Note") in favor of Mid America Bank, FSB on September 1, 2005, and executed a mortgage in favor of Mid America Bank, FSB ("the Mortgage") on that same date. The Mortgage was recorded on November 9, 2005 with the Recorder of Deeds of Cook County and assigned Document Number 0531311085, and is a valid lien on property commonly known as 5933 S. Indiana, Chicago, IL 60637. Lender is he current holder of the Note and is entitled to enforce the terms of the Note and to receive payments from Borrower and Co-Borrower pursuant to the Note's terms.

WHEREAS, Co-Borrower desires to be released from all personal liability under the Note and Mortgage.

WHEREAS, Borrower reaffirms her responsibility, in toto, for the obligation represented by the Note and Mortgage, if Lender agrees to release Co-Borrower of all personal liability.

NOW THEREFORE, the parties hereto agree as follows:

- 1. The foregoing recitals are deemed a material part of this agreement and are incorporated into the terms, conditions, covenants, and provisions of this agreement.
- 2. Lender hereby releases Co-Borrower from any and all liability on or under the Note or Mortgage, personally. This release of Co-Borrower applies only to personal liability under the Note and the Mortgage and does not affect any other liability of Co-Borrower to Lender. Any other terms of this agreement to the contrary notwithstanding, Borrower and Co-Borrower recognize, acknowledge and agree that the remedies contained in the Mortgage, including the remedy of foreclosure, remain in full force and effect in accordance with their terms and in accordance with, and as required by, applicable law.



3. Inurement. This agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors-in-interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the date written herein below.

| BORROWER: | |
|----------------|---|
| Date: 9-15-17 | Shelley E Eulingbourgh Shelley E. Eulingbourgh |
| CO-BORROWER: | > 1 M S D MV/ |
| Date: // | Burton M. Eulingbourgh |
| O _F | \circ \checkmark |
| 0/ | |
| LENDER: | |
| EENDEN. | |
| Date: 11-3-11 | Mary onteit |
| | SECOND OPPORTUNITY OF AMERICA, |
| | as servicer for second. |
| | SECOND OPPORTUNITY OF AMERICA, LLC (PS) PINCUNCIAL SERVICES, as servicer for Second opportunity of America, uc By: Mark Montern |
| | |

NOTARY ACKNOWLEDGMENT [for Borrower]

| STATE OF IL |
|--|
| COUNTY OF Cook |
| |
| On 9/15 /2017 before me, ALEX Kule, a Notary Public, personally |
| appeared Shelley E. Eulingbourgh, who proved to me on the basis of satisfactory evidence to be |
| the person(s) who name(s) is/are subscribed to the within instrument and acknowledged to me |
| that he/she/they executed the same in his/her/their authorized capacity(ies), and that by |
| his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the |
| person(s) acted, executed the instrument. |
| |
| I certify under PENALTY OF PERJURY under the laws of the State of |
| that the foregoing paragraph is true and correct. |
| WWW 1720 G 1 1 1 0 C |
| WITNESS my hand and official seal. |
| |
| (is'oury Seal) |
| Signature of Notary Public |
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| OEEICIAL CEAL |
| OFFICIAL SEAL ALEX RULE |
| OFFICIAL SEAL ALEX RULE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 12/07/20 |
| MY COMMISSION EXPIRES:12/07/20 |
| NOTARY ACKNOWLEDGMENT [for Co-Borrower] |
| |
| STATE OF MO |
| COUNTY OF St. Louis C. by |
| |
| On 11.7.17 before me, Northaniel Hollingsnorth, a Notary Public, personally |
| appeared burton w. Edingbourgh , who proved to the on the basis of satisfactory evidence to |
| be the person(s) who name(s) is/are subscribed to the within instrument and acknow ledged to me |
| that he/she/they executed the same in his/her/their authorized capacity(ies), and that by |
| his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the |
| person(s) acted, executed the instrument. |
| and the state of t |
| I certify under PENALTY OF PERJURY under the laws of the State of MÔ |
| that the foregoing paragraph is true and correct. |
| WITNESS my hand and afficial coal NATHANIEL HOLLINGSWORTH |
| WITNESS my hand and official seal. Notary Public - Notary Seal STATE OF MISSOURI |
| St. Louis City |
| (Notary Seal) Signature of Notary Public Commission # 17956116 |
| Signature of Notary Public |

NOTARY ACKNOWLEDGMENT [for Lender]

| STATE OF |
|--|
| COUNTY OF ALEX 13, LE |
| On 9/15/2017 before me, |
| I certify under PENALTY OF PERJURY under the laws of the State of that the |
| foregoing paragraph is true and correct. |
| WITNESS my hand and official seal. (Notary Seal) |
| Signature of Notary Public |
| OFFICIAL SEAL ALEX RULE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:12/07/20 |
| |

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189 A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of S Here Insert Name and Title of the Officer personally appeared Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/ber/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. AIMEE A. MONTEITH Commission # 2133213 WITNESS my hand and official seal. Notary Public - California San Diego County Comm. Expires Nov 8, 2019 ignature of Notary Public Place Notary Seal Above **OPTIONAL** . Though this section is optional, completing this information can deter alteration or the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: __ Document Date: __ Number of Pages: _____ _ Signer(s) Other Than Named Above: _ Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: ☐ Corporate Officer — Title(s): ____ ☐ Corporate Officer — Title(s): ___ ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General [] Individual ☐ Attorney in Fact ∏Individual ☐ Attorney in Fact Trustee ☐ Guardian or Conservator □ Trustee ☐ Guardian or Conservator Other: _ Other: Signer Is Representing: _ Signer Is Representing:

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LEGAL DESCRIPTION

LOT 14 (EXCEPT THE SOUTH 26 FEET THEREOF) AND LOT 13 (EXCEPT THE NORTH 10 FEET THEREOF) IN BLOCK 1 IN JAMES BOLTON'S SUBDIVISION OF BLOCK 1 IN WILSON, HEALD AND STEBBIN'S SUBDIVISION OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

P.I.N.: 20-15-303-016-0000

DRESS:

COLINE CIERTS OFFICE COMMON ADDRESS: 5933 S. INDIANA, CHICAGO, IL 60637