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Prepared by: Don W. Ledbetter
Don W. Ledbetter, PLLC
17130 Dallas Parkway, Suite 115
Dallas, TX 75248

Doc# 1819022052 Fee \$54.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/09/2018 02:01 PM PG: 1 OF 9

Recording Requested By and Return To:

9 ENTIN ROAD #200
PARSIPPANY, NJ 07054
Permanent Index Number: 07-29-411-003-0000

Loan No: 0504165007
Case No: 137-7082851 703

Data ID: 183

ASSUMPTION AND RELEASE OF LIABILITY AGREEMENT

AGREEMENT, made this March 24, 2018, between KAREN GAJEWSKI, whose address is 1401 HARTMANN DRIVE, SCHAUMBURG, IL 60193 (the "Transferor"); JOHN W. GREEN IV AND SPOUSE MICHELLE M. GREEN, whose address is 1401 HARTMANN DRIVE, SCHAUMBURG, IL 60193 (the "Transferee"); and HOME POINT FINANCIAL CORPORATION, 9 ENTIN ROAD #200, PARSIPPANY, NEW JERSEY 07054 (the "Mortgagee");

WITNESSETH:

WHEREAS:

A Note in the principal sum of \$216,015.00 was executed by KAREN GAJEWSKI ("Original Obligor(s)") on March 28, 2013, and delivered unto STONEGATE MORTGAGE CORPORATION for payment of this sum together with interest at the rate and upon the terms as more fully set forth in the Note; and

A Deed of Trust/Mortgage/Security Deed ("Security Instrument") was also executed, acknowledged and delivered of even date therewith, which Security Instrument was recorded in DOC#1311315010 of the Official Records of the County Recorder's or Clerk's Office of COOK COUNTY, ILLINOIS, and which Security Instrument covered the premises described as follows:

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CCRO REVIEW

S Y
P 9
S N
M N
SC Y
E Y
INTV Y

\$64.00

9 pages

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SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Commonly known as: 1401 HARTMANN DRIVE, SCHAUMBURG, ILLINOIS 60193

Mortgagee is the holder or is acting on behalf of the holder of the Note and Security Instrument and subsequent modifications thereof, if any (collectively the "Mortgage").

Transferor is to convey the premises described above to Transferee, and Transferee desires to assume payment of the Mortgage; and

NOW, THEREFORE, in consideration of the mutual promises of the Parties hereto and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. Mortgagee agrees not to exercise its right to declare all sums secured by the Mortgage to be immediately due and payable by reason of the anticipated transfer.

2. Mortgagee unequivocally accepts Transferee as the primary obligor to pay the remaining indebtedness as set forth below.

3. Transferee does hereby assume all obligations under the Mortgage and further assumes and agrees to pay the principal sum of the indebtedness evidenced by the Mortgage which has a current principal balance of **\$193,140.00**, together with interest thereon at the present rate of **3.250%** per annum, in equal monthly installments of **\$940.11**, including interest, on the first day of each month beginning **April 1, 2018**, together with any amounts required for escrow deposits all as set forth in the Mortgage. A final installment equal to the entire remaining indebtedness of the obligation shall be due and payable on **May 1, 2043**. Subsequent to this Assumption and Release of Liability Agreement, adjustments to the interest rate and payment amount, if any, shall be made according to the terms of the Mortgage or this Agreement. A copy of the Note and subsequent modifications thereof, if any, are attached hereto and made a part hereof for all purposes.

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4. Transferor hereby relinquishes and transfers to Transferee all Transferor's interest in any monies which may be held by Mortgagee as escrow deposits for the purposes of application to taxes, assessments, fire, or other insurance premiums, or any other purposes for which deposits are being required by Mortgagee. Transferee assumes the liability for payment of any unpaid taxes, assessments, fire, or other insurance premiums and agrees to continue making monthly deposits for such purposes if required by the Note and Security Instrument.

5. Mortgagee does hereby relieve and release Original Obligor(s) of and from any and all further liability or obligation to make the payments provided for pursuant to the terms of the Mortgage. It is expressly understood and agreed by the Parties hereto that this Agreement shall not be deemed to be or construed as a release of the indebtedness nor shall anything herein contained in any manner or form impair the validity of the lien of the Mortgage.

6. There are no offsets or defenses to the Mortgage or to the amount of the debt as hereinbefore set forth.


7. Except as modified by this Agreement, all the provisions of the Mortgage are and shall remain in full force and effect and shall be performed by Transferee as if these agreements had been originally executed by Transferee.

8. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their legal representatives, heirs, administrators, executors, successors and assigns.

IN THE EVENT this Agreement is not executed by Transferor, Transferee is nevertheless bound by this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Assumption and Release of Liability Agreement.

Transferor:


.....(Seal)
KAREN GATEWSKI - Seller

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Loan No: 0504165007

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Transferee:

.....(Seal)
JOHN W. GREEN IV —Borrower

.....(Seal)
MICHELLE M. GREEN —Borrower

Mortgagee:

HOME POINT FINANCIAL CORPORATION

By: Susan Kamas
Susan Kamas

Its: Sr. Director - Post Closing
(Printed Name) and Title

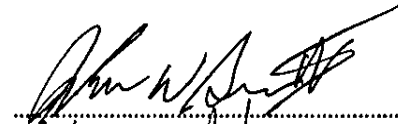
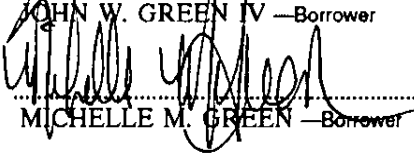
Property of Cook County Clerk's Office

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Loan No: 0504165007

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Transferee:


(Seal)
 JOHN W. GREEN IV —Borrower

(Seal)
 MICHELLE M. GREEN —Borrower

Mortgagee:

HOME POINT FINANCIAL CORPORATION

By: _____

Its: _____
(Printed Name and Title)

Property of Cook County Clerk's Office

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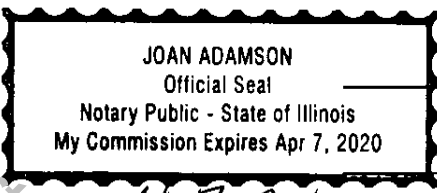
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TRANSFEROR ACKNOWLEDGMENT

STATE OF CALIFORNIA Illinois §
COUNTY OF Cook §

The foregoing instrument was acknowledged before me this 14 day of March, 2018, by

KAREN GAJEWSKI



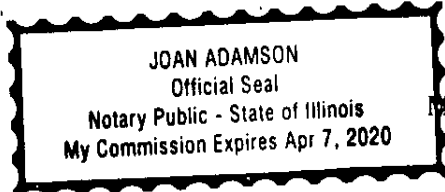
Joan Adamson
Notary Public
JOAN ADAMSON
(Printed Name)

My commission expires: 4-7-20

TRANSFeree ACKNOWLEDGMENT

STATE OF CALIFORNIA Illinois §
COUNTY OF Cook §

The foregoing instrument was acknowledged before me this 14 day of March, 2018, by JOHN W. GREEN IV AND MICHELLE M. GREEN



Joan Adamson
Notary Public
JOAN ADAMSON
(Printed Name)

My commission expires: 4-7-20

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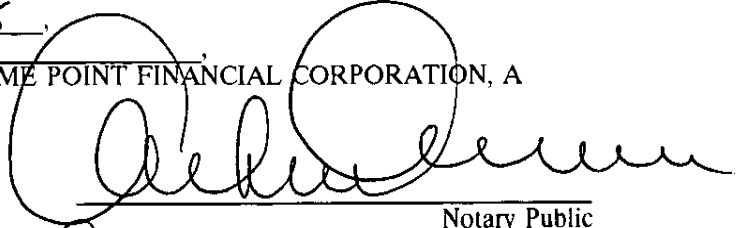
Loan No: 0504165007

Data ID: 183

MORTGAGEE'S ACKNOWLEDGMENT

STATE OF New Jersey §
COUNTY OF Morris §

The foregoing instrument was acknowledged before me this
March 14, 2018,
by Susan Ramos
or Director Post Closing of HOME POINT FINANCIAL CORPORATION, A
Corporation, on behalf of the entity.



Notary Public

Catherine Cramer
(Printed Name)

My commission expires: **CATHERINE CRAMER**
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION ENDS FEB. 26, 2022

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Loan No: 0504165007

Data ID: 183

Borrower: JOHN W. GREEN IV

Property Address: 1401 HARTMANN DRIVE, SCHAUMBURG, ILLINOIS 60193

LEGAL DESCRIPTION

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

Locally known as: 1401 HARTMANN DRIVE, SCHAUMBURG, ILLINOIS 60193

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
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EXHIBIT "A"

LOT 6241 IN SECTION 2 WEATHERSFIELD UNIT SIX, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON JUNE 28, 1966 AS DOCUMENT NO. 19869941, IN COOK COUNTY, ILLINOIS.

Deed Type: Warranty Deed

Grantors: GUY PEARSON, DIVORCED AND NOT SINCE REMARRIED AND ALICIA PEARSON, DIVORCE AND NOT SINCE REMARRIED

Grantees: KAREN GAJEWSKI, MARRIED TO MICHAEL GAJEWSKI

Dated: March 27, 2013

Recorded Date: April 23, 2013

Consideration: \$10.00

BOOK: 1311315009

PAGE:

Parcel No.: 07-29-411-003-0000

Property of Cook County Clerk's Office