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RECORDING REQUESTED BY:

Citibank, N.A.
1000 Technology Drive
O'Fallon, MO 63368



Doc# 1905217060 Fee \$48.00

AND WHEN RECORDED MAIL TO:

Citibank, N.A.
P.O. Box 790021
Saint Louis, MO 63179

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/21/2019 11:02 AM PG: 1 OF 6

SEND TAX NOTICES TO:

Citibank, N.A.
P.O. Box 23689
Rochester, NY 14632 9991

11902545 30F3

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Account #:1124352430

To Be Recorded AGREEMENT TO RELEASE BORROWER FROM LIABILITY WITH TITLE CHANGE

THIS AGREEMENT, made this 12th day of October, 2016 by and among Citibank, N.A., ("Lender") **Lawrence M. Kern** ("Remaining Borrower") and **Cathryn L. Marsico** ("Released Borrower"). The Remaining Borrower and Released Borrower are collectively referred to herein as the "Borrowers".

WITNESSETH

WHEREAS, on **October 12, 2016** Borrowers obtained a loan in the original amount of **\$953,000.00** evidenced by a note ("Note") executed by the Borrowers and secured by real property ("Property") located at **707 Glendale Dr, Glenview, IL 60025-4414** as set forth in the Mortgage ("Security Instrument") signed by **Lawrence M. Kern and Cathryn L. Marsico**, and dated on **October 12, 2016**, which Security Instrument was recorded in among the Land Records of **Cook County** in the State of **Illinois**. The outstanding principal balance under the Note as of the date hereof is **\$907,334.21**; and

WHEREAS, the Released Borrower's interest in the Property was transferred to **Lawrence M. Kern** on 1/14/19 and the Borrowers seek confirmation that the Lender will not exercise the due on sale provision of the Security Instrument; and

WHEREAS, the Borrowers have requested Lender to release the Released Borrower from personal liability to pay the indebtedness and to perform all of the terms and conditions of the Note and Security Instrument in exchange for the Remaining Borrower's agreement to assume all of such indebtedness and perform all such obligations of the Released Borrower thereunder.

NOW THEREFORE, in consideration of one or 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. Remaining Borrower agrees to continue to pay the indebtedness evidenced by the Note and to perform all of the covenants and provisions of the Security Instrument according to their respective terms.
2. Borrowers represent, warrant and agree that there are no offsets or defenses of any kind to the enforcement of the Note and the Security Instrument.
3. Released Borrower assigns and transfers to Remaining Borrower all funds on deposit for payment of taxes, assessments, homeowners' association dues, insurance premiums and other escrow items and all applicable refunds.

Near North National Title
222 N. LaSalle
Chicago, IL 60601



SPS SC INT

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- 4. Lender agrees that the transfer of the Released Borrower's interest in the Property to the Remaining Borrower will not cause the Lender to exercise the due on sale provisions of the Security Instrument.
- 5. Lender agrees that by the execution of this Agreement, the Released Borrower is no longer a party to the Note and is released from liability thereunder.
- 6. Lender agrees that by the execution of this Agreement, the Released Borrower is no longer a party to the Security Instrument and is released from liability thereunder.

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

Lawrence M. Kern
 Remaining Borrower: **Lawrence M. Kern**

Cathryn L. Marsico
 Released Borrower: **Cathryn L. Marsico**

Citibank, N.A. (Lender)
 By: **Andre Canezin, SVP**

Its:

Andre Canezin

Andre Canezin, SVP
 CPB-RRE Operations Manager
 JC/30 718-248-8408
 NMLS 1018010

Page 2 of 2

Property of Cook County Clerk's Office

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Property Address: 707 Glendale Drive, Glenview, Illinois 60025
Permanent Index No.: 04-36-309-008-0000

LOT 26 IN GEORGE F. NIXON'S 3RD ADDITION TO GLENAYRE DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF

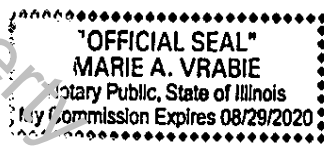
} SS:

COUNTY OF

On this 23rd day of January, 2019 before me, the undersigned officer, personally appeared **Lawrence M. Kern** ("Remaining Borrower), 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)



Marie A. Vrabie

NOTARY PUBLIC

MY COMMISSION EXPIRES: 8/29/20

STATE OF

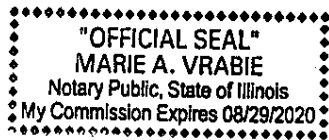
} SS:

COUNTY OF

On this 23rd day of January, 2019 before me, the undersigned officer, personally appeared **Cathryn L. Marsico** ("Released Borrower), 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)



Marie A. Vrabie

NOTARY PUBLIC

MY COMMISSION EXPIRES: 8/29/20

UNOFFICIAL COPY

STATE OF New Jersey

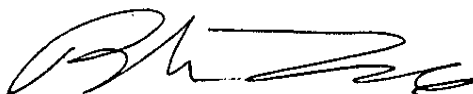
} SS:

COUNTY OF Hudson

On this 16th day of January, 2019 before me, the undersigned officer, personally appeared Andre Canezin (SVP) of Citibank, N.A., known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument and acknowledged that she executed the same for the purposes therein contained.

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

(SEAL)



NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



Account #: 1124352430

Property of Cook County Clerk's Office

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Private Bank

January 16th, 2019

Lawrence M. Kern
707 Glendale Dr,
Glenview, IL 60025-4414

Re: Citi Loan No. 1124352430 & HELOC # 2715454134
707 Glendale Dr
Glenview, IL 60025-4414

Dear **Lawrence M. Kern:**

Citibank hereby consents to the change in the titleholder on the above captioned loan to **Lawrence M. Kern.**

This consent applies only to the change in titleholder. All other terms and conditions of the original Note and Mortgage remain in force.

Please contact me should you have any questions.

Very truly yours,

Brendan Toomey
Vice President
Citi Private Bank
Residential Real Estate
480 Washington Blvd – 30th Floor
Jersey City, NJ 07310
NMLS 1160122

Brendan Toomey, V.P.
Citibank, N.A.
CPB-re Client Relations Manager
JC/30 718-248-1014
NMLS #1160122

Property of Cook County Clerk's Office