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Doc#: 1936017024 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 12/26/2019 09:59 AM Pg: 1 of 4

RECORDING REQUESTED BY:
Citibank, N.A.
1000 Technology Drive
O'Fallon, MO 63368

AND WHEN RECORDED MAIL TO:
Citibank, N.A.
P.O. Box 790021
Saint Louis, MO 63179

SEND TAX NOTICES TO:
Citibank, N.A.
P.O. Box 23689
Rochester, NY 14622 9991

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Account #: 2715029886

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

THIS AGREEMENT, made this 23rd day of September 2019 by and among Citibank, N.A., ("Lender") **Debbie L. Berman** ("Remaining Borrower") and **Elliott M. Berman** ("Released Borrower"). The Remaining Borrower and Released Borrower are collectively referred to herein as the "Borrowers".

WITNESSETH

WHEREAS, on **March 20, 2013** Borrowers obtained a loan in the original amount of **\$71,600.00** evidenced by a note ("Note") executed by the Borrowers and secured by real property ("Property") located at **1418 Western Avenue, Flossmoor, IL** as set forth in the Mortgage ("Security Instrument") signed by **Debbie L. Berman and Elliott M. Berman** and dated on **March 20, 2013**, 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 **\$29,984.85**; and

as Doc # 1309441052
WHEREAS, the Released Borrower's interest in the Property was transferred to **Debbie L. Berman** on _____ 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.

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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.



 Remaining Borrower: **Debbie L. Berman**



 Released Borrower: **Elliott M. Berman**

Citibank, N.A. (Lender)
 By: *Maria Fanduir*



Its:

Senior Vice President

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Maria Fanduir
 Sales Manager
 Residential Real Estate
 JC/30
 (716) 343-3277

Account #: 2715029886

Property of Cook County Clerk's Office

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STATE OF Illinois
COUNTY OF Cook

) SS:

On this 12th day of November, 2019 before me, the undersigned officer, personally appeared **Elliott M. Berman** ("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)



Kathleen A Gal
NOTARY PUBLIC

MY COMMISSION EXPIRES: 12/7/20

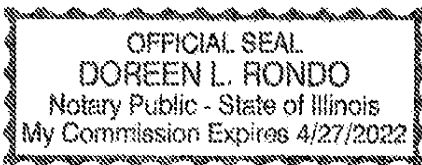
STATE OF
COUNTY OF

) SS:

On this 17th day of December, 2019 before me, the undersigned officer, personally appeared **Debbie L. Berman** ("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)



Doreen L Rondo
NOTARY PUBLIC

MY COMMISSION EXPIRES: 4-27-22

UNOFFICIAL COPY

STATE OF New Jersey

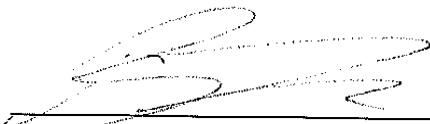
} SS:

COUNTY OF Hudson

On this 23rd day of September, 2019 before me, the undersigned officer, personally appeared Mario Fanduiz ("Citibank signer and title") 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 #: 2715029886

Property of Cook County Clerk's Office