

When Recorded Return To:  
Indecomm Global Services  
1427 Energy Park Drive  
St. Paul, MN 55108

**UNOFFICIAL COPY**

Amrock Inc.  
662 Woodward Ave.  
Detroit, MI 48226

Return To:  
PennyMac Loan Services, LLC  
Attn: Qualified Assumptions  
6101 Condor Drive  
Moorpark, CA 93021



\*2212233030\*

Doc# 2212233030 Fee \$93.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/02/2022 02:18 PM PG: 1 OF 7

This document was prepared by:  
PennyMac Loan Services, LLC  
6101 Condor Drive  
Moorpark, CA 93021

81667197 Rec 2nd

[Space Above This Line For Recording Date]

Loan No. 8020342818

MIN No: 1009880-0413054473-3

**RELEASE AGREEMENT**

This Release Agreement ("Agreement") is made effective as of July 27, 2020 by and among Taylor Hertzberg, ("Released Party"), Christine J. Hart, f/k/a Christine Frank, , a/k/a Christine Joy Hart, a/k/a Christine Hart ("Retaining Borrower"), (collectively, Retaining Borrower and Released Borrower, shall be known as the "Borrowers"), and PennyMac Loan Services, LLC ("PennyMac").

**RECITALS:**

A. PennyMac is the holder of that certain Note the ("Note"), dated August 30, 2018 in the original principal amount of \$76,000.00 made by the Borrowers to Starboard Financial Management, LLC, DBA: Starboard Financial, An Arizona Limited Liability Company, ("Original Lender"), which Note evidences a loan ("Loan") made by Original Lender to the Borrowers. To secure the repayment of the Note, the Borrowers also executed and delivered a Mortgage/Deed of Trust (the "Security Instrument"), dated August 30, 2018, recorded on September 18, 2018 in Book N/A at Page N/A, Instrument / Case No. 1826112067 in the official records of in the official records of Cook County, IL, having an address of 2650 Brookwood Way Dr 105B, Rolling Meadows, IL, 60008 granting a lien on the property described in the Security Instrument (the "Property"). The Borrowers are liable for the payment and performance of all of Borrowers' obligations under the Note, the Security Instrument and all other documents executed in connection with the Loan, (collectively, the "Loan Documents"). Each of the Loan Documents has been duly assigned or endorsed to PennyMac. The current servicer of the Loan is PennyMac.

B. The Borrowers acknowledge they are liable for the obligations under the Note and Security Instrument.

C. PennyMac has been asked to consent to the release of the Released Borrower's

Handwritten notes and signatures on the right margin, including a vertical stamp that appears to say 'RECORDED' and some illegible signatures.

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ownership interest in the Property to the Retaining Party (the "Transfer") and recognize the Retaining Borrower as the sole obligor of the obligations of the Borrowers, as well as a release of liability under the Note on the part of the Released Borrower.

D. PennyMac has agreed to consent subject to the terms and conditions stated below.

In consideration of the foregoing and the mutual covenants and promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers and PennyMac agree as follows:

1. Retaining Borrower of Sole Liability for the Note. The Retaining Borrower accepts sole liability under the provisions of the Loan Documents.
2. Consent to Transfer. PennyMac hereby consents to the Transfer and acknowledges that the Retaining Borrower accepts all of the obligations of the Borrowers under the Loan Documents, subject to the terms and conditions set forth in this Agreement. PennyMac's consent to the Transfer is not intended to be and shall not be construed as a consent to any subsequent transfer which requires the Lender's consent pursuant to the terms of the Security Instrument.
3. Release of Released Borrower. PennyMac hereby releases Taylor Hertzberg, the Released Borrower, from all of its obligations under the Loan Documents.
4. Real Property Records. The Borrowers are responsible for maintaining and updating the real property records of the County in which the Property is located to reflect the current ownership of the Property. The Borrowers acknowledge the failure to update real property records may result in the Released Borrower continuing to be identified as an owner or debtor in public records, which may have adverse consequences to the Released Borrower.
5. Miscellaneous.
  - (a) This Agreement shall be construed according to and governed by the laws of the jurisdictions in which the Property is located without regard to its conflicts of law principles.
  - (b) If any provision of this Agreement is adjudicated to be invalid, illegal or unenforceable, in whole or in part, it will be deemed omitted to that extent and all other provisions of this Agreement will remain in full force and effect.
  - (c) No change or modification of this Agreement shall be valid unless the same is in writing and signed by all parties hereto. However, the signature of the Released borrower will no longer be necessary for any change or modification of the underlying Loan or Security Instrument.

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(d) The captions contained in this Agreement are for convenience of reference only and in no event define, describe or limit the scope or intent of this Agreement or any of the provisions or terms hereof.

(e) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

(f) This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

(g) THIS WRITTEN AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS AMENDED, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**RETAINING BORROWER:**

Christine J. Hart (Signature)

Name: Christine J. Hart  
f/k/a: Christine Frank  
a/k/a: Christine Hart  
a/k/a: Christine Joy Hart

Date: 7-27-20

**RELEASED PARTY:**

Taylor Hertzberg (Signature)

Name: Taylor Hertzberg

Date: 7/27/2020

**PENNYMAC LOAN SERVICES, LLC**

By: \_\_\_\_\_

Name: Oluwatomisin Emmanue

Title: VP, Qualified Assumptions

Date: \_\_\_\_\_

STATE OF IL  
COUNTY OF COOK

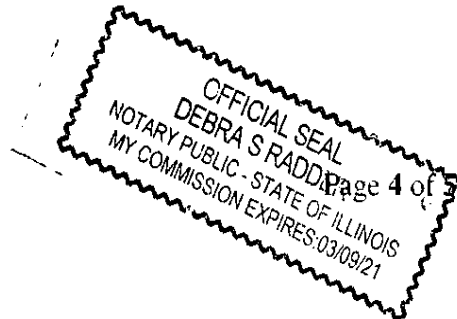
Personally appeared before me, the undersigned authority in and for the said County and State, on this 27 day of July, 2020, within my jurisdiction, the within named CHRISTINE J. HART TAYLOR HERTZBERG who acknowledged that he/she/they signed, delivered and executed the

above and foregoing agreement.

SWORN AND SUBSCRIBED BEFORE ME, THIS THE 27 DAY OF July, 2020.

Debra S Radd

NOTARY PUBLIC  
My Commission Expires: 3-9-21



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**RETAINING BORROWER:**

Christine J. Hart (Signature)

Name: Christine J. Hart

f/k/a: Christine Frank

a/k/a: Christine Hart

a/k/a: Christine Joy Hart

Date: 7-27-20

**RELEASED PARTY:**

Taylor Hertzberg (Signature)

Name: Taylor Hertzberg

Date: 7/27/2020

**PENNYMAC LOAN SERVICES, LLC**

By: [Signature]

Name: Oluwatomisin Emmanuel

Title: VP, Qualified Assumptions

Date: 08/05/2020

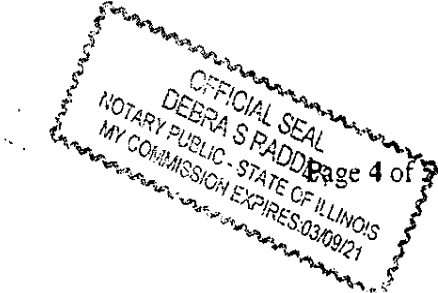
STATE OF IL  
COUNTY OF COOK

Personally appeared before me, the undersigned authority in and for the said County and State, on this 27 day of July, 2020, within my jurisdiction, the within named CHRISTINE J. HART TAYLOR HERTZBERG who acknowledged that he/she/they signed, delivered and executed the

above and foregoing agreement.  
SWORN AND SUBSCRIBED BEFORE ME, THIS THE 27 DAY OF July, 2020.

[Signature]

NOTARY PUBLIC  
My Commission Expires: 3.9-21



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## ACKNOWLEDGMENT

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.

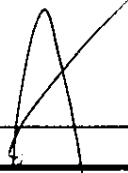
State of California  
County of Ventura

On 08/05/2020 before me, Allia Klachko, Notary Public  
(insert name and title of the officer)

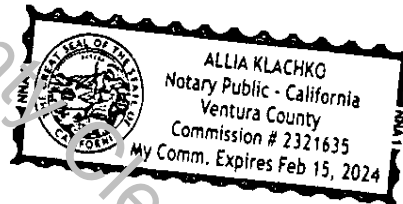
personally appeared Oluwatomisin Emmanuel  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



Property of Clerk's Office

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## LEGAL DESCRIPTION

Tax Id Number(s): 02-26-413-013-1055

Land situated in the County of Cook in the State of IL

UNIT 105-B IN THE BROOKWOOD CONDOMINIUM ASSOCIATION, AS DELINEATED ON PLAT OF SURVEY OF PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE CENTER LINE OF KJRCHOFF ROAD AND WESTERLY RIGHT OF WAY OF LINE OF STATE HIGHWAY ROUTE NUMBER 53, IN COOK COUNTY, ILLINOIS, (HEREINAFTER REFERRED TO AS "PARCEL"), WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 15, 1977 AND KNOWN AS TRUST NO. 1070638, RECORDED IN THE OFFICE OF RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 24367239; TOGETHER WITH ITS UNDIVIDED PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

**Commonly known as: 2650 Brookwood Way Dr 105B, Rolling Meadows, IL 60008**

Lender: PennyMac Loan Services, LLC

NMLS ID: 35953

Loan Originator: Elizabeth Garcia

NMLS ID: 1442435



\*U07417683\*  
1371 8/21/2020 81667197/2