

UNOFFICIAL COPY



WHEN RECORDED RETURN TO:

Central Loan Administration & Reporting
Attention: Assumptions Department
425 Phillips Blvd
Ewing, NJ 08628
Investor #: 783499272

Doc# 2404422020 Fee \$81.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/13/2024 01:06 PM PG: 1 OF 4

[Space Above This Line For Recording Data]

Release of Liability Agreement

Min #: 1000115 4778136723 5

888-679-MERS

AGREEMENT made on this _____ day _____ 2024
by and between MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, AS
NOMINEE FOR CITIBANK, N.A., ITS SUCCESSORS AND OR ASSIGNS, MICHAEL
KLIMA AND DANIELLE M. HAYNES AKA DANIELLE M. KLIMA, HUSBAND
AND WIFE, AS TENANTS BY THE ENTIRETY, hereinafter referred to as the
"Mortgagors", MICHAEL KLIMA, herein after referred to as "Assuming Grantee".

WITNESSETH:

1. Mortgagee is the holder of a Note/Bond and Mortgage/Deed of Trust made by the Mortgagors dated: 06/03/2020 and recorded in the office of the Cook County in Book at Page(s) N/A or as Instrument Number: 2019820318, covering premises known as:
1041 GUNDERSON AVENUE, OAK PARK, IL 60304
2. There is due on said Note/Bond and Mortgage/Deed of Trust as of the date **FEBRUARY 2024** hereof the sum **\$303,106.95** together with interest from **JANUARY 2024**
3. The Mortgagors intends to assign all right, title and interest in the Subject Property to the Assuming Grantee, and the Assuming Grantee intends to assume all responsibility and to be personally obligated for payment of amounts due and owing under the above-referenced Note/Bond and Mortgage/Deed of Trust, and in connection therewith the Non-Assuming Grantee seeks a release from all liability of the above-referenced Note/Bond and Mortgage Deed of Trust.
4. The said Mortgage/Deed of Trust provides that in the event of a sale or transfer of the mortgaged premises the unpaid principal indebtedness shall become due unless the prior consent of the Mortgagee shall be obtained.
5. In consideration of the agreement and undertaking of the Assuming Grantee assuming and agreeing to pay the Note/Bond and to perform the covenants and obligations of said Mortgage/Deed of Trust securing said Note/Bond, Mortgagee waives and relinquishes its right under the Mortgage/Deed of Trust to declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable by reason of the sale and transfer by the Mortgagors to the Assuming Grantee, it being understood and agreed that this waiver and relinquishment applies only to said sale or transfer and not to any future sale or transfer.
6. It is further understood and agreed that upon assignment or transfer of the Subject Property to the Assuming Grantee, the Non-Assuming Grantee is released of any liability in and under the above described Note/Bond and Mortgage/Deed of Trust, as amended hereby, and hereby consents to and agrees to all of the terms of the herein described Note/Bond and Mortgage/Deed of Trust.

UNOFFICIAL COPY

- 7. The Mortgagee, in consideration of the covenants in this agreement, has at the request of the Mortgagors, agreed to transfer or assign the mortgaged premises to the Assuming Grantee subject to the following conditions:
 - A. The Assuming Grantee, their Successors or assigns, hereby covenant and agree that from and after this date, they shall be jointly and severally liable for and bound by each and all of the terms of the said Note/Bond and Mortgage/Deed of Trust in the same manner and to the same extent as if they had executed said instruments in the first instance.
 - B. All payments to the Mortgagee must be current at the time of transfer of title.
- 8. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation and acting solely as nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address an address of P. O. Box 2026, Flint, MI 48501-2026.

ALL PARTIES TO THIS AGREEMENT specifically undertake and agree that nothing in this agreement shall be understood or construed to amount to a satisfaction or release in whole or in part of said Note/Bond or impair the right of sale provided for under the terms of the Mortgage/Deed of Trust or other remedy provided by law for the foreclosure of the Mortgage/Deed of Trust by action or otherwise.

IT IS UNDERSTOOD AND AGREED that all terms and conditions of the above mentioned Note/Bond and Mortgage/Deed of Trust, including any provisions providing that payment in full is due upon sale or transfer of the property, shall remain in full force and effect without change, except as hereinafter otherwise specifically provided and that this agreement applies only to this said sale of transfer.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day first above written.

Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, AS NOMINEE FOR CITIBANK, N.A., ISACA

By: NANCIE FALCONE
NANCIE FALCONE, VICE PRESIDENT

Witness: Nellie M. Witherspoon
Nellie M. Witherspoon

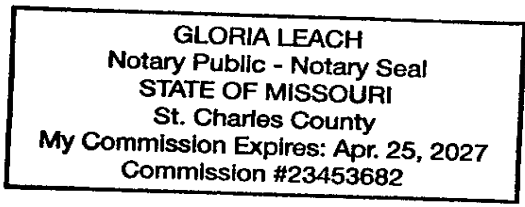
State of Missouri :

County of St. Charles

On this 8th day of January 2024, before me, the Undersigned Notary Public in and for said County and State, personally appeared **NANCIE FALCONE** and, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within Instrument as Vice President of the corporation that executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Gloria Leach
Notary Public Gloria Leach

My Commission Expires 4-25-2027



UNOFFICIAL COPY

Mortgagors:

Michael Klima
MICHAEL KLIMA

Danielle M. Haynes
DANIELLE M. HAYNES
AKA DANIELLE M. KLIMA

State of Illinois :

County of Cook :

On this 15 day of February 20 24, before me, the undersigned Notary Public in and for said County and State, personally appeared **MICHAEL KLIMA AND DANIELLE M. HAYNES AKA DANIELLE M. KLIMA** who I am satisfied is/are the person(s) named in and who executed the within Instrument, and thereupon he/she/they acknowledged that he/she/they signed, sealed and delivered the same as his/her/their act and deed, for the purposes therein expressed.

Jason Franklin
Notary Public

My Commission Expires: 7-16-2027



Assuming Grantee:

Michael Klima
MICHAEL KLIMA

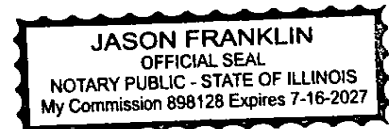
State of Illinois :

County of Cook :

On this 5 day of February 20 24, before me, the undersigned Notary Public in and for said County and State, personally appeared **MICHAEL KLIMA** who I am satisfied is/are the person(s) named in and who executed the within Instrument, and thereupon he/she/they acknowledged that he/she/they signed, sealed and delivered the same as his/her/their act and deed, for the purposes therein expressed.

Jason Franklin
Notary Public

My Commission Expires 7-16-2027



UNOFFICIAL COPY

Property of Cook County Clerk's Office

Exhibit A.

Lots 42 and 43 in Block 2 in Ellis and Chamberlain's Subdivision of the Northwest 1/4 of Lot 6 in the Subdivision of Section 18 (except the West 1/2 of the Southwest 1/4 thereof) Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Note: For informational purposes only, the land is known as:

1041 Gunderson Ave
Oak Park, IL 60304