



\*2413526008\*

Doc# 2413526008 Fee \$88.00

ILRHSP FEE:\$18.00 RPRF FEE:\$1.00

CEDRIC GILES

COOK COUNTY CLERK'S OFFICE

DATE: 5/14/2024 9:57 AM

PAGE: 1 OF 8

Documents Prepared By:

MARJORIE SKOWRONSKI  
FREEDOM MORTGAGE CORPORATION  
10500 KINCAID DRIVE, STE 300  
FISHERS, IN 46037  
855-690-5900

After Recording Return To:

FREEDOM MORTGAGE CORPORATION  
ATTENTION: ASSUMPTION DEPARTMENT  
10500 KINCAID DRIVE, STE 300  
FISHERS, IN 46037  
855-690-5900

Loan #: 0133030254

Case #: 138-1122859-703

ASSUMPTION AND RELEASE OF LIABILITY AGREEMENT

MIN: 101478300000245756 MERS Phone: 1-888-679-MERS (6377)

THIS AGREEMENT, made this APRIL 19, 2024, between ADEEB AHMED, AN UNMARRIED MAN, whose address is 855 N LECLAIRE AVE, CHICAGO, IL 60651 (the "Transferor"); and JAMES M ETLING, AN UNMARRIED MAN, whose address is 1423 MANNING AVE, MONTGOMERY, IL 60538 (the "Transferee"); and FREEDOM MORTGAGE CORPORATION, whose address is 10500 KINCAID DR, FISHERS, IN 46037, (the "Lender"); MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., whose address is P.O. Box 2026, Flint, MI 48501-2026, acting solely as nominee for T2 FINANCIAL LLC DBA REVOLUTION MORTGAGE 480 OLDE WORTHINGTON ROAD, SUITE 300, WESTERVILLE, OH 43082, its successors and assigns (the "Mortgagee");

WITNESSETH:

WHEREAS:

A Note in the principal sum of \$427,121.00 was executed by ADEEB AHMED ("Original Obligor(s)") on MARCH 9, 2021, and delivered unto T2 FINANCIAL LLC DBA REVOLUTION MORTGAGE 480 OLDE WORTHINGTON ROAD, SUITE 300,

SPY  
SPY  
SPY  
INT

2365027413644 RFA 2022

# UNOFFICIAL COPY

0133030254

WESTERVILLE, OH 43082 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 to Mortgagee of even date therewith, which Security Instrument was recorded in INSTRUMENT # 2108510094 ON MARCH 26, 2021 of the Official Records of the COOK COUNTY, ILLINOIS, and which Security Instrument covered the premises described as follows:

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

0133030254

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF**

Lender is the holder of the Note and Mortgagee, acting as nominee for Lender, is the holder of the 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 Note and assume the terms of the Security Instrument; 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. Lender and Mortgagee agree not to exercise the right to declare all sums secured by the Security Instrument to be immediately due and payable by reason of the anticipated transfer.

2. Lender 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 Note which has a current principal balance of \$397,893.95, together with interest thereon at the present rate of 2.625% per annum, in equal monthly installments of \$1,715.53, including interest, on the first day of each month beginning MAY 1, 2024, together with any amounts required for escrow deposits all as set forth in the Security Instrument. A final installment equal to the entire remaining indebtedness of the obligation shall be due and payable on APRIL 1, 2051. 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.

4. Transferor hereby relinquishes and transfers to Transferee all Transferor's interest in any monies which may be held by Lender 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 Lender. 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. Lender and Mortgagee do 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 Security Instrument.

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

# UNOFFICIAL COPY

0133030254

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:

Adeeb Ahmed  
- SELLER - ADEEB AHMED

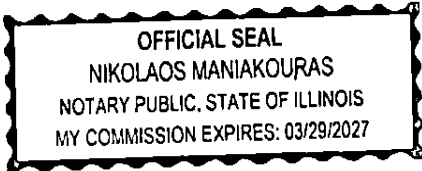
### ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me this April 14, 2024 by ADEEB AHMED.

[Signature]  
Notary Public



My Commission Expires: 3/29/27

# UNOFFICIAL COPY

0133030254

Transferee:

James M. Etlings 4/19/24  
BORROWER - JAMES M ETLING - DATE -

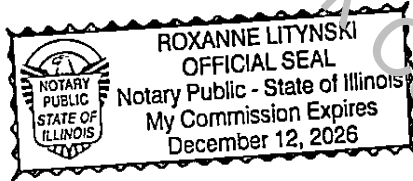
### ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 4/19/2024 by  
JAMES M ETLING.

[Signature]  
Notary Public



My Commission Expires: \_\_\_\_\_

# UNOFFICIAL COPY

0133030254

Lender:

FREEDOM MORTGAGE CORPORATION

By: [Signature]

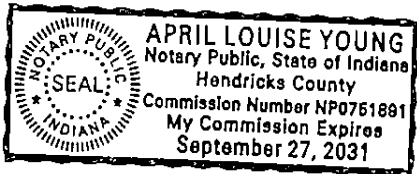
Its: Archana Ajala Prorossol  
(Printed Name and Title)

### ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Hendricks

The foregoing instrument was acknowledged before me this April 29, 2024 by Archana Ajala Prorossol of FREEDOM MORTGAGE CORPORATION, A Prorossol, on behalf of the entity.



[Signature]  
Notary Public

My Commission Expires: 9/27/2031

# UNOFFICIAL COPY

0133030254

Mortgagee:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Mortgagee, as nominee for

the lender

its successors and assigns

By: [Signature]

Is: Alachiana Ayala, Vice President  
(Printed Name and Title)

Property of Cool Creek's Office

### ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this April 29, 2024 by Alachiana Ayala, Vice President of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., on behalf of the entity.



[Signature]  
Notary Public

My Commission Expires: 9/27/2031

Cool Creek's Office

# UNOFFICIAL COPY

0133030254

Borrower: JAMES M ETLING

Property Address: 855 N LECLAIRE AVE, CHICAGO, IL 60651

## LEGAL DESCRIPTION

Paste final legal description here then photocopy.

LOT 1 IN BLOCK 3 IN GLOVER'S SUBDIVISION OF THE EAST 1/2 OF THE  
SOUTHWEST 1/4 OF THE  
SOUTHEAST 1/4 IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF  
THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

12-04-425-007