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CEDRIC GILES
COOK COUNTY CLERK'S OFFICE
Date 5/20/2024 11:19 AM Pg: 1 of 7

Mail To:

(LN23028105 3 of 3)

LoanCare, LLC / Attn: Special Products

601 Riverside Ave. Bldg 5, 3RD Floor

Jacksonville, FL 32204

RECORDING COVER PAGE

Permanent Parcel Number:

14-29-110-009-0000

Property Address:

3039 North Southport Avenue, Chicago, Illinois 60657

Prepared By: Justin T. Hoy	1966 Greenspring Dr., Ste LL2	Timonium, Maryland 21093
Name	Address	City, State & Zip Code

*Please note – This cover page has been attached to the document for recording purpose.
It is a permanent part of the document and has been included in the page count.

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ASSUMPTION AND RELEASE AGREEMENT

This Consent to Transfer and Release Agreement ("Agreement") is made effective as of April 29th, 2024 by and among Michael Rodgers ("Original Borrower"), John Busch & Arin Busch ("New Borrowers") and EverBank ("Lender").

RECITALS:

A. Lender is the holder of that certain Note (the "Note"), dated February 5, 2021, in the original principal amount of \$859,950.00 made by Original Borrower to TIAA, FSB ("Original Lender"), evidencing a loan ("Loan") made by Original Lender to Original Borrower, Original Borrower also executed and delivered a Mortgage (the "Security Instrument"), dated February 5, 2021, recorded in the official records of Cook County, Illinois on April 15, 2021, as Document No. 2110534266 that grants a first position lien on the property described in Exhibit A to this Agreement (the "Property"). The Original Borrower is liable for the repayment and performance of all of Original Borrower's obligations under the Note, the Security Instrument and all other documents executed in connection with the Loan (collectively, the "Loan Documents").

B. EverBank has been asked to consent to the transfer of the Original Borrower's ownership interest to the New Borrowers (the "Transfer") and the assumption by the New Borrowers of the obligations of the Original Borrower under the Note and Security Instrument.

C. EverBank has agreed to consent to the Transfer, and assumption of the Original Borrower's obligations to repay the Note 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, Original Borrower, New Borrowers and EverBank agree as follows:

1. Assumption by the New Borrowers of Liability. The New Borrowers, have reviewed all the terms of the loan documents including the Note and Security Agreement and hereby assumes all liability under the provisions of the Note, Security Instrument and other loan documents.
2. Consent to Transfer. EverBank hereby consents to the Transfer and to the assumption by the New Borrowers of all of the obligations of the Original Borrower under the Note, Security Instrument, and other loan documents, subject to the terms and conditions set forth in this Agreement. EverBank'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 Original Borrower. EverBank hereby releases the Original Borrower, (to the extent that one of the original borrower is new borrower- nothing herein releases new

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borrower to the assumed sole liability) from all of its obligations under the Note and Security Instrument provided, however, that the Original Borrower is not released from any liability pursuant to this Agreement.

4. Financial Information. The New Borrowers represents and warrants to EverBank that all financial information and information regarding the capability of New Borrowers provided to the Servicer or EverBank was true and correct as of the date provided to the Servicer or EverBank and remains materially true and correct as of the date of this Agreement.
5. Miscellaneous.
 - (a) This Agreement shall be construed according to and governed by the laws of the jurisdictions in which the Property is located.
 - (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.
 - (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.

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

Original Borrower:

Michael Rodgers, by Vasil Economopoulos, AS Attorney in fact
Michael Rodgers,
by Vasil Economopoulos, AS Attorney in fact

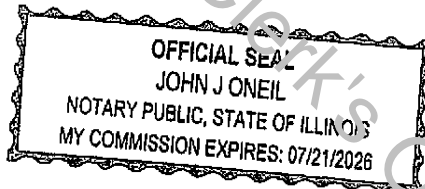
State of Illinois
County of Cook

I hereby certify that on the 29th day of April, 2024, before me, the subscriber, a Notary Public of the State of Illinois, in and for the County aforesaid, personally appeared Michael Rodgers, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and made oath in due form of law that the matters and facts set forth herein are true. * **by Vasil Economopoulos, AS Attorney in fact**

As witness, my hand and notarial seal.

John J. O'Neil
Signature of Notary Public

My Commission Expires:
7/21/2026



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New Borrower: John Busch & Arin Busch

John Busch
John Busch

Arin Busch
Arin Busch

State of Illinois
County of Cook

I hereby certify that on the 29th day of April, 2024, before me, the subscriber, a Notary Public of the State of Illinois, in and for the County aforesaid, personally appeared John Busch, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and made oath in due form of law that the matters and facts set forth herein are true.

As witness, my hand and notarial seal.

John J. O'Neil
Signature of Notary Public

My Commission Expires: 7/21/2026



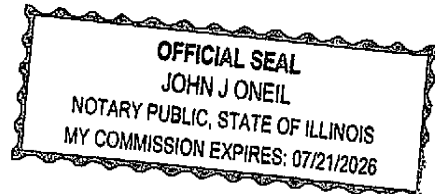
State of Illinois
County of Cook

I hereby certify that on the 29th day of April, 2024, before me, the subscriber, a Notary Public of the State of Illinois, in and for the County aforesaid, personally appeared Arin Busch, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and made oath in due form of law that the matters and facts set forth herein are true.

As witness, my hand and notarial seal.

John J. O'Neil
Signature of Notary Public

My Commission Expires: 7/21/2026



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Lender: EverBank, NA
By: Loancare, LLC, their Attorney in Fact

Priscilla Woods



By: Priscilla Woods
Title: Vice President Special Loans

Priscilla Woods



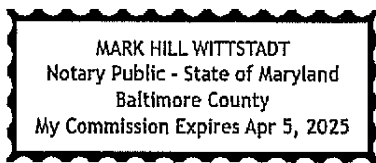
By: Priscilla Woods
Title: Assistant Secretary
Mortgage Electronic Registration Systems, Inc. as nominee for EverBank, NA, fka TIAA Bank, its successors and assigns.

Property of COOK COUNTY CLERK'S OFFICE

State of Maryland
County of Baltimore

04/29/2024

I hereby certify that on the ___ day of _____, 2024, before me, the subscriber, a Notary Public of the State of Maryland _____, in and for the County aforesaid, personally appeared Priscilla Woods, who is the Vice President Special Loans of Loancare LLC, attorney in fact for EverBank and as Assistant Secretary of Mortgage Electronic Registration Systems, Inc. as nominee for EverBank, NA, fka TIAA Bank, its successors and assigns known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and made oath in due form of law that the matters and facts set forth herein are true.



As witness, my hand and notarial seal.

Mark H. Wittstadt
Digitally signed by Mark H Wittstadt
DN: cn=US, o=Maryland,
dnQualifier=AG91410C90300185C97B9DF
5D100235D, cn=Mark H Wittstadt
Date: 2024.04.29 17:14:23 -0400
Adobe Acrobat version: 2020.005.30574

Signature of Notary Public



My Commission Expires:

This document was executed by a remote individual utilizing CYBERSYGN, a licensed and approved RON provider by the Secretary of State of Maryland.



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EXHIBIT A

to

ASSUMPTION AND RELEASE AGREEMENT

The land referred to herein below is situated in the County of Cook, State of Illinois and is described as follows:

Lot 252 in John P. Altgeld's Subdivision of Blocks 1, 2, 3, 4, 7 and the North ½ of Lot 6 in the Subdivision of that part lying Northeasterly of the center line Lincoln Avenue of the Northeast ¼ of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Said property being located in County of Cook State of Illinois

APN: 14-29-110-009-0000

Commonly known as 3039 North Southport Avenue, Chicago, Illinois 60657.

Property of Cook County Clerk's Office