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Karen A. Yarbrough
Cook County Clerk
Date: 06/17/2022 07:36 AM Pg: 1 of 8

Recording Requested By/Return To:
**NATIONSTAR MORTGAGE LLC
D/B/A MR. COOPER
999 TECH ROW, #200
MADISON HEIGHTS, MICHIGAN
48071**

This Instrument Prepared By:
**NATIONSTAR MORTGAGE LLC
D/B/A MR. COOPER
8950 CYPRESS WATERS BLVD.
COPPELL, TX 75019**

[Space Above This Line For Recording Data]

LOAN ASSUMPTION AGREEMENT

**Property Address: 1514 MORRIS
AVE, BERKELEY, ILLINOIS 60163
Loan Number 607252038**

THIS LOAN ASSUMPTION AGREEMENT ("Agreement"), made effective as of **APRIL 01, 2022**, between **ESTATE OF JUAN F. MUNOZ** ("Transferor") and **ESTATE OF JUAN F. MUNOZ AND ESTATE OF ROSARIO C. MUNOZ AND CLAUDIA ARTECHE** ("Transferee") and **NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER** ("Lender"), amends and supplements that certain promissory note ("Note") dated **NOVEMBER 08, 2005**, in the original principal amount of **\$337,000.00** executed by **ESTATE OF JUAN F. MUNOZ** ("Maker") payable to the order of **America's Wholesale Lender** in accordance with the terms set forth therein. Transferor and Transferee acknowledge that Lender is the holder and the owner of the Note or is acting for the holder and owner of the Note and understands that Lender may transfer the Note, as amended by this Agreement, and that anyone who takes the Note by transfer and who is entitled to receive payments under the Note is called the "Lender" in this Agreement.

The Note is secured by a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **NOVEMBER 08, 2005** and recorded in **RECORDED DATE : 12/09/2005 INSTRUMENT NUMBER : 0534243302**. The Security Instrument covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at:

1514 MORRIS AVE, BERKELEY, ILLINOIS 60163

(Property Address)

the real property described being set forth as follows:



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LEGAL DESCRIPTION:

LOT 162 AND THE NORTH 10 FEET OF LOT 163 IN J. W. MCCORMACK'S WESTMORELAND BEING A SUBDIVISION IN THE WEST 1/2 OF FRACTIONAL SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN NORTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS. RECORDED IN INSTRUMENT NUMBER 0534243302
Tax Parcel No.: 15-08-112-039-0000

Transferee has purchased or acquired all or a part of the Property from Transferor and desires to assume the payment of the Note and the covenants, conditions and obligations of the Security Instrument. Lender, who is or who represents the legal holder and owner of the Note and of the lien(s) securing the same, has agreed at Transferor's request to allow Transferee's assumption of the balance of the indebtedness evidenced by the Note as part of the consideration for the purchase or acquisition of the Property.

In consideration of the foregoing and the mutual promises and agreements exchanged and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Acknowledgment and Assumption. Transferor and Transferee acknowledge that as of **APRIL 14, 2022**, the principal amount payable under the Note and secured by the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$212,348.44**. Transferee hereby expressly assumes the payment of the indebtedness evidenced by the above described Note and promises to pay jointly and severally to the order of the Lender the sum of U.S. **\$308,961.79**, consisting of the Unpaid Principal Balance, any accrued but unpaid interest, late charges, returned payment charges, and any other unpaid fees and charges due under the Note, the Security Instrument, any prior Modification Agreement(s) and/or this Agreement on and after the effective date hereof, including any sums advanced by Lender on and after the effective date hereof. Transferee agrees to pay the indebtedness evidenced by the Note in a prompt and timely manner in accordance with the terms of the Note. Transferee also hereby expressly assumes and agrees to perform and comply with all covenants, conditions and obligations of the Security Instrument.

2. Maximum Interest Rate. The Note contains provisions allowing for changes in the interest rate and monthly payment. The interest rate Transferee is required to pay after Transferee assumes this mortgage obligation and for the entire term of this mortgage loan will never be greater than 3 percent.

3. No Release of Liability. Transferor is and shall remain liable for the payment of the Note and the covenants, conditions and obligations of the Security Instrument. Although Transferor is and remains personally obligated to pay the sums secured by the Security Instrument, Transferor agrees that Lender and Transferee may agree to extend, modify, forbear or make any other accommodations with regard to the terms of the Note, the Security Instrument and any other documents executed in connection herewith without Transferor's consent.

4. Transfer of Escrow Funds to Transferee. Transferor assigns and transfers to Transferee all funds on deposit for payment of taxes and assessments, insurance premiums, homeowner association dues, and any other escrow items required or accepted by Lender and any applicable refunds. Transferee understands that it is Transferee's responsibility to obtain hazard



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insurance on the Property and that Transferor's policy will not inure to Transferee's benefit.

5. No Impairment of Lien. Transferor and Transferee acknowledge and agree that the Property shall remain in all respects subject to the lien, charge, or encumbrance of the Security Instrument, or conveyance of title (if any) effected thereby, and nothing contained in this Agreement, and nothing done pursuant to this Agreement, shall affect or be construed to affect the lien, charge, or encumbrance of, or warranty of title in, or conveyance effected by the Security Instrument, or the priority thereof over other liens, charges, encumbrances, or conveyances, or, except as provided in this Agreement, to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Note or the Security Instrument.

6. Transfer of the Property or a Beneficial Interest in Transferee. As used in this provision, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Transferee at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Transferee is not a natural person and a beneficial interest in Transferee is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

If Lender exercises this option, Lender shall give Transferor and Transferee notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in the manner provided in the Security Instrument within which Transferor and/or Transferee must pay all sums secured by the Security Instrument. If Transferor and/or Transferee fail[s] to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Transferor and/or Transferee. Transferor and Transferee understand[s] that any notices to be provided to Transferor and Transferee by Lender are expressly conditioned on Transferor and Transferee providing notice to Lender in the manner provided in the Security Instrument of any change in address from that stated herein.

7. Loan Documentation. As amended hereby, the provisions of the Note and Security Instrument are incorporated herein and shall continue in full force and effect, and Transferor and Transferee acknowledge and reaffirm Transferor and Transferee's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Transferee and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement. Any default by Transferee in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in the Security Instrument.

8. Partial Invalidity. In the event any portion of the sums intended to be secured by the Security Instrument cannot be lawfully secured, payments in reduction of such sums shall be applied first to those portions not secured.

9. Miscellaneous. Transferee hereby agrees to pay all costs and expenses incurred by Lender in connection with the execution and administration of this Agreement, the assumption of the Note and Security Instrument and any other documents executed in connection herewith as permitted



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by applicable law. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto.

This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement.

10. **No Oral Agreements.** The written loan documents, including the Note, the Security Instrument, and this Agreement, represent the final agreements between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

EXECUTED as of the day and year first above written.

Transferee:

Deceased (Seal)
ESTATE OF JUAN F. MUNOZ

Date: 04/20/2022

Deceased (Seal)
ESTATE OF ROSARIO C. MUNOZ

Date: 04/20/2022

[Signature] (Seal)
CLAUDIA ARTECHE

Date: 04/20/2022

Transferee's Address:
7619 COPPICE DR 1514 MORRIS AVE
MIDLAND, GEORGIA 31820

Transferor:

____ (Seal)
ESTATE OF JUAN F. MUNOZ

Date: / /

Transferor's Address:
1514 MORRIS AVE
BERKELEY, IL 60163

____ [Space Below This Line For Acknowledgments] ____



WITNESS - [Signature] ROBERT ARTECHE NUÑEZ

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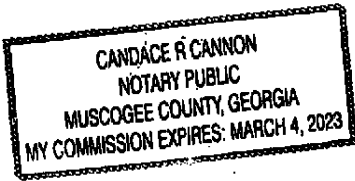
State of Georgia)
 County of MUSCOGEE)
 Enter County Here

This instrument was acknowledged before me on April 20,
2023 by ESTATE OF JUAN F. MUNOZ and ESTATE OF ROSARIO C. MUNOZ and CLAUDIA ARTECHE.

Candace R. Cannon
 Signature of Notary Public

(SEAL)

My Commission expires: 3-4-2023

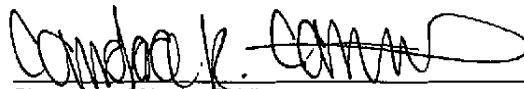


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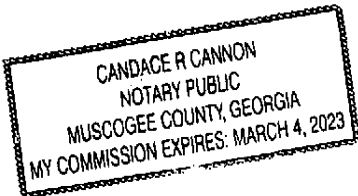
State of Georgia)
~~ILLINOIS~~)
 County of MUSCOGEE)
 Enter County Here

This instrument was acknowledged before me on April 20
2012 by ESTATE OF JUAN F. MUNOZ.


 Signature of Notary Public

(SEAL)

My Commission expires: 3-4-2023



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ACCEPTED AND AGREED TO BY NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER AS ATTORNEY-IN-FACT FOR Fannie Mae, THE OWNER AND HOLDER OF THE NOTE:

NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER

By: Phyllis Thomas

Printed Name: Phyllis Thomas
Title: Vice President

Date: MAY 10 2022



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State of MICHIGAN
County of OAKLAND

Phyllis Thomas

Acknowledged by _____, Vice President of Nationstar
Mortgage LLC d/b/a Mr. Cooper a Limited Liability Corporation before me on the 10th day of
MAY 2022

Signature



Printed name

K Otto

Notary public, State of MICHIGAN, County of Macomb

My commission expires

MAY 16 2027

Acting in the County of OAKLAND

