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Karen A. Yarbrough  
Cook County Clerk  
Date: 06/22/2022 02:39 PM Pg: 1 of 6

This Document Prepared By:  
**JOSHUA CASARRUBIAS**  
**Carrington Mortgage Services, LLC**  
**Carrington Document Services**  
**Anaheim, CA 92806**

Recording Requested By and Return  
To: **Carrington Mortgage Services,**  
**LLC Carrington Document Services**  
**1600 South Douglass Road, Suite**  
**200A Anaheim, CA 92806**

Loan No: **7000231002**  
Case No: **FR1374958159703**  
Tax/Parcel #: **16-04-122-002-0000**

## **SUCCESSOR IN INTEREST ASSUMPTION AGREEMENT**

This **SUCCESSOR IN INTEREST ASSUMPTION AGREEMENT** (the "Agreement") is made this, **18TH DAY OF APRIL, 2022** (the "Effective Date"), by and between **CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF BANK OF AMERICA, N.A.** acting on behalf of the owner of the Note, (the "Lender") whose address is **1600 SOUTH DOUGLASS ROAD, SUITE 200A, ANAHEIM, CA 92806** and **DENEEN A BECKHAM**, the "Successor in Interest" (collectively, the "Parties"). This Agreement amends and supplements as set forth below, the Note made by **DOROTHY L HUTCHISON** (the "Original Borrower"), dated, **JUNE 10, 2016** in the original principal sum of **\$240,671.00** (the "Note") and the Mortgage or Deed of Trust (the "Security Instrument"). Which was entered into as security for the Note, which was recorded in the Official Records of **COOK COUNTY, ILLINOIS**, as **INSTRUMENT NO. 0927148006 BOOK N/A PAGE N/A**, on **SEPTEMBER 28, 2009** and which encumbers the real and personal property described in the Security Instrument (defined in the Security Instrument as the "Property"), known as **1321 N LOCKWOOD AVE, CHICAGO, ILLINOIS 60651**

Attached hereto is the legal description as **Exhibit A** and incorporated herein.

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## WITNESSETH:

WHEREAS, Lender is the holder, or is acting on behalf of the owner of the Note and Security Instrument and subsequent modifications thereof, if any (collectively, the "Loan Documents").

WHEREAS, Successor in Interest represents it has reviewed the terms of the Loan Documents, and it is eligible to assume and perform all of the agreements, covenants and conditions of the Note, Security Instrument and other Loan Documents as same may be modified.

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 hereby consents to and/or ratifies the transfer of an interest in the Property to Successor in Interest but the Lender expressly reserves the right to withhold its consent to any future sale or transfer of the Property as provided for in the Loan Documents.
2. Lender unequivocally accepts Successor in Interest as the primary obligor to pay the remaining indebtedness as set forth below.
3. Successor in Interest hereby assumes all obligations under the Loan Documents, and agrees to perform all covenants, conditions, duties and obligations contained therein, and agrees to pay the Note as same may be modified and the obligations evidenced thereby in a prompt and timely manner in accordance with the terms thereof.
4. Lender hereby acknowledges the relinquishment and transfer to Successor in Interest of all Original Borrower'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. Such monies will continue to be held by Lender in accordance with the terms of the Loan Documents. Successor in Interest 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 Lender.
5. Successor in Interest currently occupies and will continue to occupy the Property as the primary residence.
6. Successor in Interest is eligible to assume the Note and Mortgage because the Property was transferred to the Successor in Interest by devise, descent or operation of law on the death of a joint tenant or tenant by entirety, or as a result of the death of the Original Borrower, or as a result of decree of a dissolution of marriage.
7. Successor in Interest and Original Borrower have no defenses or rights of set-off against Lender or against the payment collection or enforcement of the indebtedness evidenced by the Loan Documents and owed to Lender.
8. No action has been brought or threatened that would in any way interfere with the right of the Successor in Interest to execute this Agreement and perform all of the Original Borrower's and/or Successor in Interest's obligations contained herein, in the Note, in the Security Instrument, or in any other Loan Documents as same may be modified.
9. Except as modified by this Agreement, all the provisions of the Note, Security Instrument or any other Loan Documents are and shall remain in full force and effect and shall be performed by the Successor in Interest as if these agreements had been originally executed by the Successor in Interest.
10. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their

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legal representatives, heirs, administrators, executors, successors and assigns.

11. This Agreement shall be governed, interpreted and construed by the law of the state in which the premises are located.

12. Modification Agreement. The Successor in Interest acknowledges and agrees to the terms set forth in the Modification Agreement attached hereto as **Exhibit B** and incorporated herein

IN WITNESS WHEREOF, the undersigned parties have executed this Successor In Interest Assumption and Modification Agreement.

*Deneen A Beckham*  
Borrower: DENEEN A BECKHAM

4.28.2022  
Date

[Space Below This Line for Acknowledgments]

## BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of Cook

This instrument was acknowledged before me on April 28, 2022  
(date) by DENEEN A BECKHAM (name/s of person/s acknowledged).

*John M. Groene*  
Notary Public  
(Seal)

Printed Name: John M. Groene

My Commission expires:

06-02-2025



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In Witness Whereof, the Lender has executed this Agreement.

**CARRINGTON MORTGAGE SERVICES, LLC AS  
SERVICER AND AUTHORIZED AGENT OF BANK  
OF AMERICA, N.A.**

By  (print name)

**JUN 17 2022**

Date

Terrence Morley, Director, Loss Mitigation (title)  
Carrington Mortgage Services, LLC Attorney in Fact

[Space Below This Line for Acknowledgments]

## LENDER 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 \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me \_\_\_\_\_ Notary Public,  
personally appeared \_\_\_\_\_, 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 \_\_\_\_\_  
Signature of Notary Public

(Seal)

*See  
Affirmed*

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# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other office 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 Orange }On 06/17/2022 before me, AARON VARGAS **NOTARY PUBLIC,**  
(Here insert name and title of the officer)

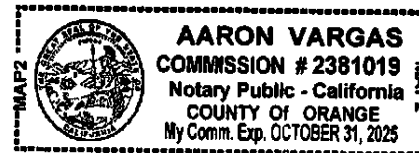
personally appeared TERRENCE MORLEY,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.


Notary Public Signature **AARON VARGAS**

(Notary Public Seal)

**ADDITIONAL OPTIONAL INFORMATION****DESCRIPTION OF THE ATTACHED DOCUMENT**

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

**CAPACITY CLAIMED BY THE SIGNER**

- ☐ Individual(s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

**INSTRUCTIONS FOR COMPLETING THIS FORM**

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits. Otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



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## EXHIBIT A

**BORROWER(S): DENEEN A BECKHAM**

**LOAN NUMBER: 7000231002**

**LEGAL DESCRIPTION:**

The land referred to in this document is situated in the CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, and described as follows:

LOT SEVEN (7) IN BLOCK TWO (2), IN AUSTIN PARK SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH HALF 1/2 OF THE NORTHWEST QUARTER 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO KNOWN AS: 1321 N LOCKWOOD AVE, CHICAGO, ILLINOIS 60651