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Doc#: 2303010148 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 01/30/2023 11:39 AM Pg: 1 of 8

Record and Return To:
ServiceLink
1355 Cherrington Parkway
Moon Township, PA 15108

~~After recording, return to:-~~
**AMERICAN PACIFIC MORTGAGE CORPORATION,
A CALIFORNIA CORPORATION AS SERVICED
BY NATIONSTAR MORTGAGE, LLC
DBA MR. COOPER
2780 Lake Vista Dr
Lewisville, TX 75067
James Stepaniuk**

30161846

[Space Above This Line For Recording Data]

LOAN ASSUMPTION AGREEMENT

**LO Company NMLS ID 2119
LO NMLS ID 108923
Loan # 0686590613
MIN #100279300064907419
MERS TELEPHONE 1-888-679-6377**

THIS LOAN ASSUMPTION AGREEMENT ("Agreement"), made effective as of **January 17, 2023**, between **SHANE DRUMMOND** ("Seller") and **MELISSA DACIOLAS**, a single woman ("Borrower") and Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for **American Pacific Mortgage Corporation, as serviced by Nationstar Mortgage LLC dba Mr. Cooper**, its successors and assigns ("Lender"), amends and supplements one certain promissory note ("Note") dated **November 30, 2021**, in the original principal amount of **\$203,200.00** executed by **MELISSA DACIOLAS and SHANE ROBERT DRUMMOND** ("Maker") payable to the order of **American Pacific Mortgage Corporation** in accordance with the terms set forth therein. Seller and Borrower 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 Deed to Secure Debt (the "Security Instrument"), in the real property records of **COOK County/Parish, Illinois** under **Doc #: 2103406435** on **February 3, 2021**.

Said Security Instrument conveys the real and personal property described in such Security Instrument (the "Property") located at:

6079 CANTERBURY LN #32-3, HOFFMAN ESTATES, IL 60192

Multistate Loan Assumption Agreement (Escrow Account Assigned)

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(Property Address)

and described as:

UNIT 32-03 IN CANTERBURY FIELDS CONDOMINIUM AS DELINEATED AND DEFINED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

PART OF CERTAIN LOTS IN CANTERBURY FIELDS SUBDIVISION, BEING A DIVISION OF PART OF THE WEST HALF OF FRACTIONAL SECTION 5, THE EAST HALF OF FRACTIONAL SECTION 6, THE NORTHEAST QUARTER OF SECTION 7 AND THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 2001 AS DOCUMENT NUMBER 0011203549 IN COOK COUNTY, ILLINOIS,

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR CANTERBURY FIELDS CONDOMINIUM MADE BY THE RYLAND GROUP, INC., A MARYLAND CORPORATION, DATED JUNE 18, 2002 AND RECORDED JUNE 18, 2002 AS DOCUMENT NUMBER 0020681352, AND AS MAY BE AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

APN/Parcel ID(s): 06-08-111-007-1175

Borrower is purchasing the above described property from Seller and desires to assume the payment of the Note and be bound by the terms, covenants, conditions and obligations of the Note and 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 the request of the Seller to allow the Borrower's assumption of the balance of the indebtedness and the terms evidenced by the Note and Security Instrument as part of the consideration for the purchase of the property.

For and in consideration of the mutual promises and agreements, the parties hereto agree as follows:

1. **Acknowledgment and Assumption of Unpaid Principal Balance:** Seller and Borrower acknowledge that as of **January 17, 2023**, the amount payable under the Note and secured by the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$188,692.32**. Borrower 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. **\$188,692.32** (the "Principal Balance"), consisting of the unpaid principal balance less any reductions of principal made by Seller, any accrued but unpaid interest, and any additional sums advanced by Lender. Borrower also agrees to perform and comply with all covenants, conditions and obligations of the Security Instrument, as amended herein.

2. **Release of Liability:** Seller does hereby transfer and convey to Borrower all of their right, title and interest with respect to any payment heretofore or hereafter received by Lender in connection with the above-described Promissory Note and Security Instrument securing same. Lender releases Seller from any and all liability on or under the Promissory Note and Security Instrument securing such debt.

3. **Assumption of Original Terms:** Borrower acknowledges and agrees to the following terms of the Note:

Interest will be charged on the Principal Balance until the full amount of principal has been paid. Borrower will pay interest at a yearly rate of **3.125%** as set forth below. Borrower's interest rate may change in accordance with the terms stated in the Note. The Borrower promises to make initial monthly payments of principal and interest of U.S. **\$870.46**, beginning on **February 1, 2023**, and continuing thereafter on the **First** day of each succeeding month until principal and interest are paid in full. If on **December 1, 2050** ("Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, the Borrower will pay these amounts in full on the Maturity Date. The Borrower will make such payments at **2780 Lake Vista Dr, Lewisville, TX**

Multistate Loan Assumption Agreement (Escrow Account Assigned)

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75067, or at such other place as Lender may require.

4. **Transfer of Escrow Funds to Borrower:** Seller assigns and transfers to Borrower all funds on deposit for payment of taxes, homeowner association dues, insurance premiums and any applicable refunds. Borrower may be required to supplement those funds according to Lender's escrow analysis and applicable law. Borrower understands that it is Borrower's responsibility to obtain hazard insurance on the Property and that Seller's policy will not inure to Borrower's benefit.

5. **Waiver of Due-on-Transfer Clause:** In consideration of the assumption of the Note and Security Instrument by Borrower, the Lender agrees to waive and relinquish its right under the Security Instrument to declare all sums secured by the Security Instrument immediately due and payable by reason of the sale and transfer by Seller to Borrower, it being understood and agreed that this waiver and relinquishment applies only to said sale and not to any future sales or transfers. In addition, Seller hereby agrees that if the prepayment of the Note requires a refund of a portion of the interest previously collected in order to comply with the applicable laws of this state, Seller assigns and transfers to Borrower any and all right and interest in and to any such refund, and Lender is hereby authorized to pay or credit such refund to Borrower.

6. **Loan Documentation:** The provisions of the Note and Security Instrument shall continue in full force and effect, and the Seller and Borrower acknowledge and reaffirm Seller and Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instruments, 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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof. Any default by Borrower 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 said Security Instrument.

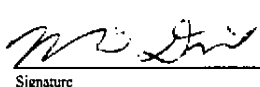
7. **Miscellaneous:** Borrower hereby agrees to pay all costs and expenses incurred by Lender in connection with the execution and administration of this Agreement and any other documents executed in connection herewith. Lender does not, by its execution of this Agreement, waive any rights it may have 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.

8. **No Oral Agreements:** The written Loan Agreements 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.

BORROWER(S):

 1/17/23
Signature Date

MELISSA DACIOLAS

Mailing address:

6079 CANTERBURY LN #32-3
HOFFMAN ESTATES, IL 60192

[Sign Originals Only]

Multistate Loan Assumption Agreement (Escrow Account Assigned)

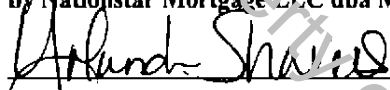
UNOFFICIAL COPY

SELLER(S):

<small>Signature</small>	<small>Date</small>
SHANE DRUMMOND	
Mailing address: 310 S PRINCETON AVE ITESCA, IL 60143	

LENDER:

**American Pacific Mortgage Corporation, as serviced
by Nationstar Mortgage LLC dba Mr. Cooper**


 By: Yolanda Shavers
 Vice President

STATE OF ILLINOIS
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by
MELISSA DACIOLAS.

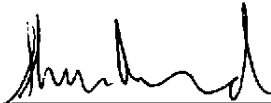
Notary Public

Printed Name: _____
My commission expires: _____

Multistate Loan Assumption Agreement (Escrow Account Assigned)

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SELLER(S):


1/17/23
Signature Date

SHANE DRUMMOND
 Mailing address:
 310 S PRINCETON AVE
 ITESCA, IL 60143

LENDER:

**American Pacific Mortgage Corporation, as serviced
 by Nationstar Mortgage LLC dba Mr. Cooper**

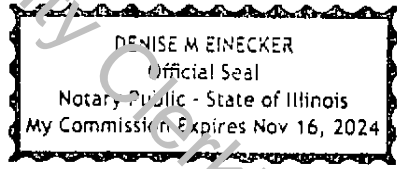
By: _____

STATE OF ILLINOIS
 COUNTY OF COOK

The foregoing instrument was acknowledged before me this 17 day of January, 2023 by
MELISSA DACIOLAS.


 Notary Public

Printed Name: Denise M Einecker
 My commission expires: 11-16-2024



Multistate Loan Assumption Agreement (Escrow Account Assigned)

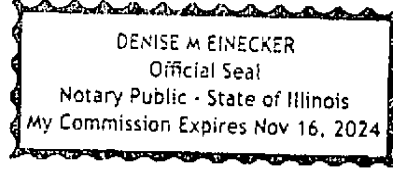
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STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 17 day of January, 2023 by **SHANE DRUMMOND**.

Denise M Enecker
Notary Public

Printed Name: Denise M Enecker
My commission expires: 11-16-2024



STATE OF TEXAS
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ of **American Pacific Mortgage Corporation**, as serviced by **Nationstar Mortgage LLC dba Mr. Cooper**, on behalf of said entity.

Notary Public

Printed Name: _____
My commission expires: _____

Creditor: American Pacific Mortgage Corporation, as serviced by Nationstar Mortgage LLC dba Mr. Cooper (ID: 2119) | MLO Org.: AMERICAN PACIFIC MORTGAGE CORPORATION, A CALIFORNIA CORPORATION AS SERVICED BY NATIONSTAR MORTGAGE, LLC DBA MR.COOPER (ID: 2119) | MLO Id: ROBERT EARL SIMMONS (ID: 108923)

Multistate Loan Assumption Agreement (Escrow Account Assigned)

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STATE OF ILLINOIS
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by
SHANE DRUMMOND.

Notary Public

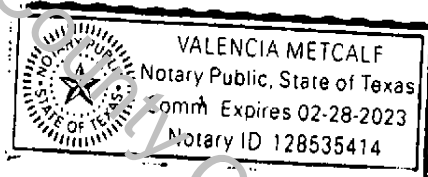
Printed Name: _____
My commission expires: _____

STATE OF TEXAS
COUNTY OF DEWITT

The foregoing instrument was acknowledged before me this 26 day of JANUARY, 2023 by
Yolanda Shavers Vice President of American Pacific Mortgage Corporation,
as serviced by Nationstar Mortgage LLC dba Mr. Cooper, on behalf of said entity.

Notary Public

Printed Name: Valencia Metcalf
My commission expires: FEB 28 2023




Creditor: American Pacific Mortgage Corporation, as serviced by Nationstar Mortgage LLC dba Mr. Cooper (ID: 2119) | MLO Org.: AMERICAN PACIFIC MORTGAGE CORPORATION, A CALIFORNIA CORPORATION AS SERVICED BY NATIONSTAR MORTGAGE, LLC DBA MR.COOPER (ID: 2119) | MLO Indv: ROBERT EARL SIMMONS (ID: 108923)

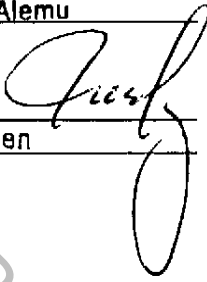
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Witnesses:

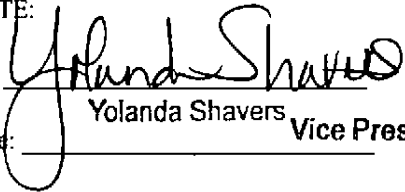


Tsedale Alemu
Printed Name



Joel Pagen
Printed Name

ACCEPTED AND AGREED TO BY THE
OWNER AND HOLDER OF SAID
NOTE:

By: 

Yolanda Shavers
Title: **Vice President**

Property of Cook County Clerk's Office