

UNOFFICIAL COPY

Doc#. 2329033092 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 10/17/2023 02:44 PM Pg: 1 of 8

After recording return to:
Nationstar Mortgage LLC dba Mr. Cooper
8950 Cypress Woods Blvd
Dallas, TX 75019
CONSTANCE PIERCE

This instrument was prepared by:
Michael H. Patterson
Peirson Patterson
2310 Interstate 20 West, Suite 100
Arlington, TX 76017-1668

[Space Above This Line For Recording Data]

LOAN ASSUMPTION AGREEMENT

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

LO Company NMLS ID 2119
LO NMLS ID 108923
Loan # 0692309883
MIN #100857700007047845
MERS TELEPHONE 1-888-679-6377

THIS LOAN ASSUMPTION AGREEMENT ("Agreement"), made effective as of **September 6, 2023**, between **Rebecca Deutch** ("Seller") and **Charles A Deutch, an unmarried man** ("Borrower") and Mortgage Electronic Registration Systems, Inc. ("MERS"), as mortgagee/beneficiary, as nominee for **Stonegate 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 **August 18, 2016**, in the original principal amount of **\$193,000.00** executed by **CHARLES A DEUTCH and REBECCA DEUTCH** ("Maker") payable to the order of **Stonegate 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. # 1623857033 on August 25, 2016**.

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

610 MAPLE DR, BUFFALO GROVE, IL 60089

Multistate Loan Assumption Agreement (Escrow Account Assigned)

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(Property Address)

and described as:

LOT 53 IN BUFFALO GROVE UNIT NO.6, BEING A SUBDIVISION IN THE EAST 1/2 OF SECTIONS, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 03-05-211-024-0000

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 **September 6, 2023**, the amount payable under the Note and secured by the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$147,531.02**. 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. **\$147,531.02** (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 **3.625%** 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. **\$979.19**, beginning on **October 1, 2023**, and continuing thereafter on the **First** day of each succeeding month until principal and interest are paid in full. If on **September 1, 2041** ("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 Drive, Lewisville, TX 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

Multistate Loan Assumption Agreement (Escrow Account Assigned)

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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.

Mortgage Electronic Registration Systems, Inc., as mortgagee/beneficiary, as nominee for Lender, its successors and assigns

By: _____

BORROWER(S):

 9-6-2023
Signature Date

Charles A Deutch
Mailing address:
610 MAPLE DR
Buffalo Grove, IL 60089

[Sign Originals Only]

SELLER(S):

 9-6-2023
Signature Date

Rebecca Deutch

Multistate Loan Assumption Agreement (Escrow Account Assigned)

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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.

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There are no unwritten oral agreements between the parties.

Mortgage Electronic Registration Systems Inc., as mortgagee/beneficiary, as nominee for Lender, its successors and assigns

By:  _____
Sylvia Ramirez

BORROWER(S):

Signature Date
Charles A Deutch
Mailing address:
610 MAPLE DR
Buffalo Grove, IL 60089

[Sign Originals Only]

SELLER(S):

Signature Date
Rebecca Deutch

Multistate Loan Assumption Agreement (Escrow Account Assigned)

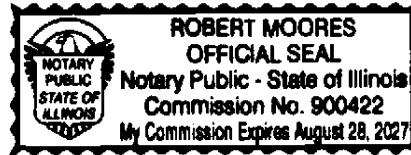
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STATE OF ILLINOIS
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 6 day of September, 2023 by **Charles A Deuton.**

Robert Moores
Notary Public

Printed Name: Robert Moores
My commission expires: 8/28/2027



STATE OF ILLINOIS
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by **Rebecca Deutch.**

Notary Public
Printed Name: _____
My commission expires: _____

Creditor: Stonegate Mortgage Corporation, as serviced by Nationstar Mortgage LLC dba Mr. Cooper (ID: 2119) | MLO Org.: Nationstar Mortgage LLC d/b/a Mr. Cooper (ID: 2119) | MLO Indv: ROBERT EARL SIMMONS (ID: 108923)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ of **Stonegate Mortgage Corporation, as serviced by Nationstar Mortgage LLC dba Mr. Cooper** on behalf of **Mortgage Electronic Registration Systems, Inc.**

Multistate Loan Assumption Agreement (Escrow Account Assigned)

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All Purpose Acknowledgement

State of: IL

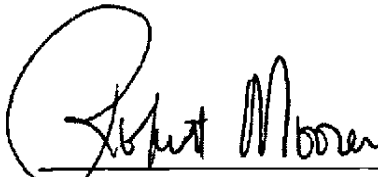
County of: Cook

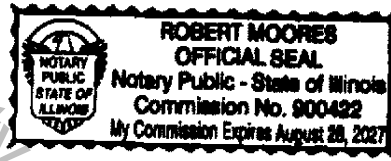
On this 06 day of September 2023, before me

Robert Moores, a Notary Public, personally appeared

Rebecca Deutch personally known to me or 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 this instrument.

Witness my hand and seal:


(Seal)



Printed Name: Robert Moores
My commission expires: 8/28/2027

DESCRIPTION OF ATTACHED DOCUMENT

Loan Number: 0692309883

Document Type: Loan Assumption Agreement

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STATE OF ILLINOIS
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by **Charles A Deutch.**

Notary Public

Printed Name: _____
My commission expires: _____

STATE OF ILLINOIS
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by **Rebecca Deutch.**

Notary Public

Printed Name: _____
My commission expires: _____

Creditor: Stonegate Mortgage Corporation, as serviced by Nationstar Mortgage LLC dba Mr. Cooper (ID: 2119) | MLO Org.: Nationstar Mortgage LLC d/b/a Mr. Cooper (ID: 2119) | MLO Indv: ROBERT EARL SIMMONS (ID: 108923)

STATE OF Texas
COUNTY OF Denton

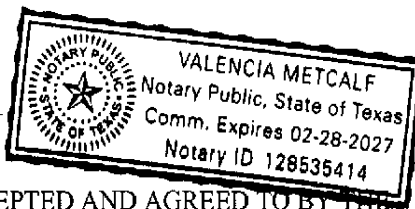
The foregoing instrument was acknowledged before me this 6th day of September, 2023 by Sylvia Ramirez, Vice President of Stonegate Mortgage Corporation, as serviced by Nationstar Mortgage LLC dba Mr. Cooper on behalf of Mortgage Electronic Registration Systems, Inc.

Multistate Loan Assumption Agreement (Escrow Account Assigned)

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Valencia Metcalf

Notary Public
Printed Name: Valencia Metcalf
My commission expires: FEB 28 2027



Witnesses:

Elisha Thompson
Elisha Thompson
Printed Name

Joel Pagen
Joel Pagen
Printed Name

ACCEPTED AND AGREED TO BY THE
OWNER AND HOLDER OF SAID

~~NOTE~~
By: *Sylvia Ramirez*
Sylvia Ramirez

Title: Vice President

Property of Cook County Clerk's Office