

# UNOFFICIAL COPY

Doc#. 2331129194 Fee: \$107.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 11/07/2023 04:12 PM Pg: 1 of 6

After recording return to:  
Nationstar Mortgage LLC  
dba Mr. Cooper  
2780 Lake Vista Drive  
Lewisville, TX 75067  
CONSTANCE PIERCE

This instrument was prepared by:

Michael H. Patterson  
Peirson Patterson  
2310 Interstate 20 West, Suite 100  
Arlington, TX 76017-1668

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

[Space Above This Line For Recording Data]

## LOAN ASSUMPTION AGREEMENT

LO Company NMLS ID 2119  
LO NMLS ID 108923  
Loan # 0706205085  
MIN #100196399015386293  
MERS TELEPHONE 1-888-679-6377

THIS LOAN ASSUMPTION AGREEMENT ("Agreement"), made effective as of **October 27, 2023**, between **Paul E Fleck** ("Seller") and **Julie A Fleck, unmarried** ("Borrower") and Mortgage Electronic Registration Systems, Inc. ("MERS"), as mortgagee/beneficiary, as nominee for **Guaranteed Rate, Inc. A Delaware Company**, as serviced by **Nationstar Mortgage LLC dba Mr. Cooper**, its successors and assigns ("Lender"), amends and supplements one certain promissory note ("Note") dated **October 25, 2017**, in the original principal amount of **\$251,000.00** executed by **PAUL E FLECK AND JULIE A FLECK** ("Maker") payable to the order of **Guaranteed Rate, Inc.** 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 Instrument **#1731001365** on **November 6, 2017**.

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

Multistate Loan Assumption Agreement (Escrow Account Assigned)

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834 E GRANT DR, DES PLAINES, IL 60016  
(Property Address)

and described as:

**PARCEL 1:**

LOT 8 IN BLOCK 8 IN HOMERICAN VILLAS, BEING A SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 20 (EXCEPT THE EASTERLY 503 FEET MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF); ALSO, THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 19 (EXCEPT THE WEST 173 FEET THEREOF), ALL IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED NOVEMBER 10, 1927, AS DOCUMENT NO. 9838446, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOT 9 IN BLOCK 8 IN DES PLAINES VILLAS, A RESUBDIVISION OF CERTAIN LOTS AND BLOCKS IN HOMERICAN VILLAS, SAID HOMERICAN VILLAS BEING A SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 20 (EXCEPT EASTERLY 503 FEET MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF); ALSO, THE EAST 112 OF THE NORTHEAST ¼ OF SECTION 19 (EXCEPT THE WEST 173 FEET THEREOF), ALL IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Assessor's Parcel No: 09-19-204-002-0000 and 09-19-204-003-0000

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 **October 27, 2023**, the amount payable under the Note and secured by the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$220,563.23**. 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. **\$220,563.23** (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-

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Multistate Loan Assumption Agreement (Escrow Account Assigned)

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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 3.875% 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. \$1,180.30, beginning on November 1, 2023, and continuing thereafter on the First day of each succeeding month until principal and interest are paid in full. If on November 1, 2047 ("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 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

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Multistate Loan Assumption Agreement (Escrow Account Assigned)

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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.

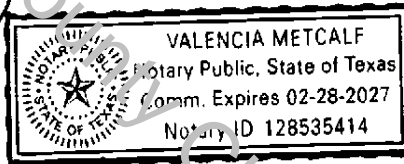
Mortgage Electronic Registration Systems, Inc., as mortgagee/beneficiary, as nominee for Lender, its successors and assigns

By [Signature]  
**Sylvia Ramirez** Vice President

STATE OF Texas  
COUNTY OF Denton

The foregoing instrument was acknowledged before me this 24 day of October, 2020 by Sylvia Ramirez, Vice President of Guaranteed Rate, Inc. A Delaware Company, as serviced by Nationstar Mortgage LLC dba Mr. Cooper on behalf of Mortgage Electronic Registration Systems, Inc.

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



Witnesses:

[Signature]  
**Terefe Tekle**  
Printed Name


[Signature]  
**Jose Pagan**  
Printed Name

ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID

NONE  
By [Signature]  
**Sylvia Ramirez**  
Title: Vice President

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**BORROWER(S):**

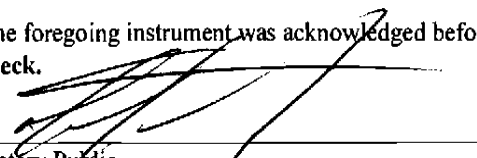
  
 \_\_\_\_\_  
 Julie A Fleck  
 Mailing address:  
 834 E GRANT DR  
 DES PLAINES, IL 60016

10/27/23  
 \_\_\_\_\_  
 Date

*[Sign Originals Only]*

STATE OF ILLINOIS  
 COUNTY OF Cook

The foregoing instrument was acknowledged before me this 27 day of Oct, 2023 by **Julie A Fleck**.

  
 \_\_\_\_\_  
 Notary Public


Printed Name: Michael Simon Ofrichter  
 My commission expires: 6-1-25



Multistate Loan Assumption Agreement (Escrow Account Assigned)

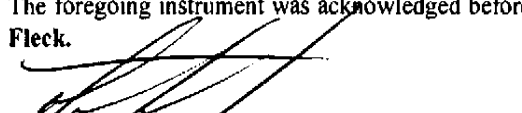
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**SELLER(S):**

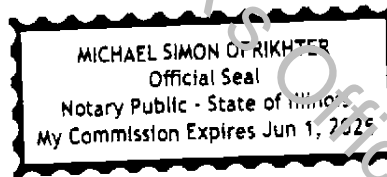
  
 Signature \_\_\_\_\_ Date 10/27/23  
**Paul E Fleck**  
 Mailing address:  
 834 E GRANT DR  
 DES PLAINES, IL 60016

STATE OF ILLINOIS  
 COUNTY OF Cook

The foregoing instrument was acknowledged before me this 27 day of Oct, 2023 by Paul E Fleck.

  
 Notary Public

Printed Name: Michael S ofrikhter  
 My commission expires: 6-1-25



Creditor: Guaranteed Rate, Inc. A Delaware Company, 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)

Multistate Loan Assumption Agreement (Escrow Account Assigned)