

# UNOFFICIAL COPY



Doc#: 1217419057 Fee: \$54.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/22/2012 10:31 AM Pg: 1 of 8

Prepared by: Michael L. Riddle  
Middleberg, Riddle & Gianna  
717 N. Harwood, Suite 2400  
Dallas, TX 75201

Recording Requested By and Return To:  
SELENE FINANCE LP  
CUSTOMER SERVICE  
9990 RICHMOND AVE. STE 400 S  
HOUSTON, TX 77042

Permanent Index Number: 32353030070000  
[Space Above This Line For Recording Data]

Loan No: 0000618637 Data ID: 889  
Borrower: OSBORN TINSLEY  
Original Recorded Date: February 3, 2010 Original Principal Amount: \$336,000.00

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate with Balloon)

5281

MIN: 1000375 0687429031 6

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

This Loan Modification Agreement ("Agreement"), made this 19th day of April, 2012, between OSBORN TINSLEY AND MARY TINSLEY, HUSBAND AND WIFE, AS JOINT TENANTS, whose address is 307 ROYAL OAK DRIVE, STEGER, ILLINOIS 60475 ("Borrower"), SELENE FINANCE LP, 9990 RICHMOND AVE., SUITE 400 SOUTH, HOUSTON, TX 77042 ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), P.O. Box 2026, Flint, MI 48501 2025 tel. (888) 679-MERS ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated January 19, 2010 and granted or assigned to Mortgage Electronic Registration Systems, Inc. as Mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), and recorded in DOC# 1003415040 of the Official Records of the County Recorder's or Clerk's Office of COOK COUNTY, ILLINOIS and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at:

307 ROYAL OAK DRIVE, STEGER, ILLINOIS 60475  
[Property Address]

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
Modified by Middleberg, Riddle & Gianna Form 3179 1/01 (rev. 01/09) (Page 1 of 6 Pages)

S Yes  
P 8  
S N  
M N  
S Yes  
E Yes  
INT Yes

\$64.25

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Loan No: 0000618637

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the real property described being set forth as follows:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF**  
 Locally known as: **307 ROYAL OAK DRIVE, STEGER, ILLINOIS 60475**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **April 1, 2012**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$344,016.84**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. ~~\$256.84~~ of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$280,500.00**. Interest will be charged on the **Interest Bearing Principal Balance** at the yearly rate of **6.000%**, from **April 1, 2012**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,729.41**, beginning on the **first** day of **May, 2012**, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of **6.000%** will remain in effect until **Interest Bearing Principal Balance** and all accrued interest thereon have been paid in full. The new Maturity Date will be **February 1, 2040**.
3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
4. If Borrower makes a partial prepayment of Principal, Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
5. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails 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 Borrower.

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6. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
  - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
7. Borrower understands and agrees that:
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
  - (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
  - (d) 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.
  - (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
  - (f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
  - (g) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Mortgagee of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
  - (h) Borrower hereby absolutely and unconditionally assigns and transfers to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon this assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold estate.

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Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default under this Agreement, pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

8. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.

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Osborn Tinsley III .....(Seal)  
OSBORN TINSLEY —Borrower

Mary Tinsley .....(Seal)  
MARY TINSLEY —Borrower

- Borrower Acknowledgment -

STATE OF ILLINOIS  
COUNTY OF COOK

§  
§

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April,  
2012 by

OSBORN TINSLEY AND MARY TINSLEY

Iva J. Velma  
Notary Public

Iva J. Velma  
(Printed Name)

My commission expires: March 28, 2016



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Loan No: 0000618637

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Lender: SELENE FINANCE LP

By: *[Signature]*  
DONNA BRAMMER  
Its: VICE PRESIDENT  
(Printed Name and Title)

Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. - Nominee for Lender by SELENE FINANCE LP

By: *[Signature]*  
DONNA BRAMMER  
Its: ASSISTANT SECRETARY  
(Printed Name and Title)

Property of Cook County Clerk's Office

- Lender/Mortgagee Acknowledgment -

STATE OF TEXAS §  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this April 25<sup>th</sup>, 2012, by Donna Brammer, Vice President of SELENE FINANCE LP, on behalf of the entity for itself and for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

*[Signature]*  
Notary Public  
Stacy Petkash  
(Printed Name)

My commission expires:



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Loan No: 0000618637

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Borrower: OSBORN TINSLEY

Property Address: 307 ROYAL OAK DRIVE, STEGER, ILLINOIS 60475

## LEGAL DESCRIPTION

Lot 7 in Royal Oaks Estates, being a subdivision of the east 1/2 of the northeast 1/4 of the southeast 1/4 of Section 34, Township 35 North, Range 14, East of the Third Principal Meridian, (Except therefrom the South 14 feet of the West 1/2 of the East 1/2 of the Northeast 1/4 of the South East 1/4); also the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 35, Township 35 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded May 24, 1996 as Document 96396715, in Cook County, Illinois.

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Loan No. 0000618637  
Borrower: OSBORN TINSLEY

Data ID: 889

## LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 19th day of April, 2012, by and between the undersigned borrower (the "Borrower") and SELENE FINANCE LP, (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") of the same date executed by the Borrower and Lender as of the date above.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Agreement, Borrower and Lender further covenant and agree as follows:

1. Costs and Expenses

All costs and expenses incurred by Lender in connection with this Agreement shall be borne by Lender and not paid by Borrower.

2. Escrow Items

Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked. Borrower is hereby advised that beginning on the monthly payment due date set forth above, the amount of Escrow Items will be included with Borrower's monthly payment of principal and interest.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this LOAN MODIFICATION AGREEMENT RIDER.

*Osborn Tinsley III* .....(Seal)  
OSBORN TINSLEY --Borrower

*Mary Tinsley* .....(Seal)  
MARY TINSLEY --Borrower

Clerk's Office