

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: 15-09-104-019-0000  
[Space Above This Line For Recording Data]

Loan No: 0000907436

Data ID: 272

Borrower: GAIL KELLY

Original Recorded Date: May 29, 2009

Original Principal Amount: \$192,652.00

131854

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

**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 2<sup>nd</sup> day of July, 2013, between GAIL KELLY AND TOM KELLY, WIFE AND HUSBAND, whose address is 149 MARSHALL AVE, BELLWOOD, ILLINOIS 60104 ("Borrower") and SELENE FINANCE LP AS SERVICER FOR CP-SRMOF II 2012-A TRUST, 9990 RICHMOND AVE., SUITE 400 SOUTH, HOUSTON, TX 77042 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated March 26, 2009 and recorded in DOC #: 0914905016 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:

**149 MARSHALL AVE, BELLWOOD, ILLINOIS 60104**  
[Property Address]

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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: **149 MARSHALL AVE, BELLWOOD, ILLINOIS 60104**

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 **July 1, 2013**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$194,728.87**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$99,728.87** 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 **\$99,000.00**. Interest will be charged on the **Interest Bearing Principal Balance** at the yearly rate of **5.500%**, from **July 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. **\$562.11**, beginning on the **first** day of **August, 2013**, 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 **5.500%** 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 **July 1, 2043**.
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) 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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Gail Kelly .....(Seal)  
GAIL KELLY —Borrower

Tom Kelly .....(Seal)  
TOM KELLY —Borrower

- Borrower Acknowledgment -

STATE OF ILLINOIS §  
COUNTY OF COOK §

The foregoing instrument was acknowledged before me this 31st day of JULY, 2013, by

GAIL KELLY AND TOM KELLY

Kimberly A O'Connell Notary Public  
KIMBERLY A O'CONNELL (Printed Name)

State of \_\_\_\_\_  
County of \_\_\_\_\_  
The foregoing document was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
My commission expires \_\_\_\_\_  
KIMBERLY A. O'CONNELL, Notary Public  
My Commission Expires November 19, 2016

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Lender: SELENE FINANCE LP AS SERVICER FOR CP-SRM OF II 2012-A TRUST

By: 


Its: Wes Workman Vice President  
(Printed Name and Title)

Date of Lender's Signature: 8/7/13

- Lender Acknowledgment -

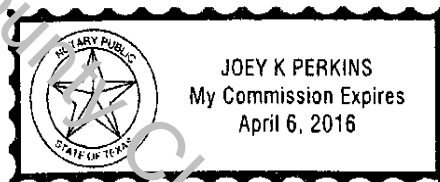
STATE OF TEXAS §  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this August 7th, 2013,  
by Wes Workman  
Vice President of SELENE FINANCE LP AS SERVICER FOR CP-SRM OF II 2012-A TRUST, on behalf of the entity.

  
Notary Public

(Printed Name)

My commission expires: \_\_\_\_\_



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Borrower: GAIL KELLY

Property Address: 149 MARSHALL AVE, BELLWOOD, ILLINOIS 60104

## LEGAL DESCRIPTION

LOT 19 IN BLOCK 4 IN RESUBDIVISION OF BLOCKS 1,2,3 AND 4 AND VACATED STREETS AND ALLEYS IN HULBERT HEIGHTS DEVELOPMENT AT MANNHEIM AND ST. CHARLES ROADS, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Modified by Middleberg, Riddle & Gianna

Form 3179 1/01 (rev. 06/12)

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Borrower: GAIL KELLY

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## LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 25th day of July, 2013, by and between the undersigned borrower (the "Borrower") and SELENE FINANCE LP AS SERVICER FOR CP-SRMOF II 2012-A TRUST, (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:

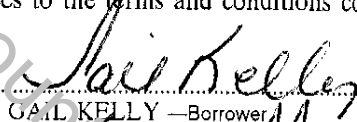
1. Costs and Expenses

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.

.....(Seal)  
GAIL KELLY —Borrower

.....(Seal)  
TOM KELLY —Borrower

Property of Cook County Clerk's Office