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Doc#: 1620315048 Fee: \$72.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/21/2016 09:30 AM Pg: 1 of 13

Prepared by: Michael L. Riddle
Middleberg Riddle Group
717 N. Harwood, Suite 1600
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: 17194150400000

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Loan No: 0010012573

Data ID: 548

Borrower: ERICK TORRES

Original Recorded Date: December 26, 2007

Modified Interest Bearing Amount: \$150,880.00

Original Principal Amount: \$217,000.00

Modified Principal Amount: \$223,526.17

LOAN MODIFICATION AGREEMENT (Providing for Step 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 17 day of July, 2016, between ERICK TORRES, A SINGLE MAN, whose address is 1820 W CULLERTON STREET, CHICAGO, ILLINOIS 60608 ("Borrower") and SELENE FINANCE LP, as servicer for WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2015-1, 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 December 4, 2007 and recorded in DOC # 0736049045 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:

1820 W CULLERTON STREET, CHICAGO, ILLINOIS 60608

[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: **1820 W CULLERTON STREET, CHICAGO, ILLINOIS 60608**

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, 2016**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$223,526.17**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$72,616.17** 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 **\$150,880.00**. Interest at the rate of **3.000%** will begin to accrue on the Interest Bearing Principal Balance as of **July 1, 2016** and the first new monthly payment on the Interest Bearing Principal Balance will be due on **August 1, 2016**. The new Maturity Date will be **July 1, 2056**. Borrower's payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
3	3.000%	07/01/16	\$540.13	08/01/16	36
1	4.000%	07/01/19	\$625.16	08/01/19	12
1	5.000%	07/01/20	\$714.39	08/01/20	12
35	6.000%	07/01/21	\$807.11	08/01/21	420

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Whenever the monthly payment amount changes, Lender will notify Borrower of the new payment amount prior to the date it first becomes due.

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.

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.

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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) 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.
 - (d) 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.
 - (e) 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.
 - (f) 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.

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(g) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

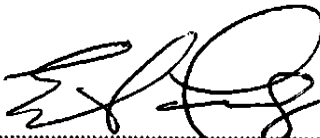
By checking this box, Borrower also consents to being contacted by text messaging .

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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(Seal)
 ERICK TORRES —Borrower


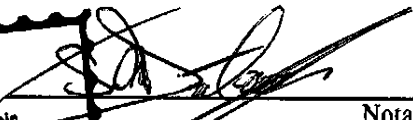
- Borrower Acknowledgment -

STATE OF ILLINOIS
COUNTY OF COOK

§
§

The foregoing instrument was acknowledged before me this 8th day of JULY, 2016, by

ERICK TORRES

 
 OFFICIAL SEAL
 SEAN T ODALAIGH
 Notary Public - State of Illinois
 My Commission Expires Jun 3, 2019
 Notary Public
 SEAN T. ODALAIGH
 (Printed Name)

My commission expires: JUNE 3, 2019

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Loan No: 0010012573

Data ID: 548

Lender: SELENE FINANCE LP, as servicer for WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2015-1

By: *Anne C Schroeder*

Its: Anne C. Schroeder Assistant Vice President
(Printed Name and Title)

Date of Lender's Signature: July 14, 2016
- Lender Acknowledgment -

STATE OF Florida
COUNTY OF Duval

§
§

The foregoing instrument was acknowledged before me this July 14, 2016, by Anne C. Schroeder

Assistant Vice President of SELENE FINANCE LP, as servicer for WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST SERIES 2015-1, on behalf of the entity.

Kristina Gorman
Notary Public

Kristina Gorman
(Printed Name)

My commission expires: January 27, 2017



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Loan # 10012573

Legal Description

Lot 42 in the Subdivision of the North Half of Block 51 in the Subdivision of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-19-415-040-0000

C/A: 1820 West Cullerton, Chicago, IL 60608

Property of Cook County Clerk's Office

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Loan No. 0010012573
Borrower: ERICK TORRES

Data ID: 548

LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 8th day of July, 2016, by and between the undersigned borrower (the "Borrower") and SELENE FINANCE LP, as servicer for WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2015-1, (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:

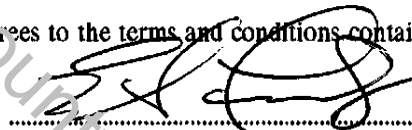
1. Costs and Expenses.

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)
ERICK TORRES — Borrower

Property of Clerk's Office

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Loan: 10012573

PRINCIPAL REDUCTION AGREEMENT

This Principal Reduction Agreement ("Agreement") executed by and between Erick Torres ("Borrower(s)") and Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, as trustee for Normandy Mortgage Loan Trust, Series 2015-1 ("Lender"), amends and supplements;

1. The Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated December 4, 2007, and executed by Borrower(s).
2. The Note, also executed by Borrower(s), and 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."

All capitalized terms not otherwise defined herein shall have the meaning ascribed to same in the Loan Modification Agreement by and between Borrower(s) and Lender dated June 28, 2016 ("Loan Modification Agreement").

This Agreement shall commence on the Effective Date as defined in Section 3 below.

This Agreement includes and incorporates by reference, as set forth herein in full, the terms and conditions of the Loan Modification Agreement.

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):

3. The Borrower(s) agree to submit monthly payments in the amount of \$944.20 for 480 months beginning August 1, 2016 (Effective Date) and continuing thereafter on the 1st of each month thereafter ("Monthly Payment"). Principal Reduction in the amount of \$ 72,646.17 over the next 3 years. 1/3 forgiven each year on the anniversary of the Initial Modified Payment Date which is 8/1/17, 8/1/18 & 8/1/19. The borrower is eligible to have some principal forgiven on a deferred basis. So long as the modified loan remains in good standing, we will forgive \$ 24,215.39 of the principal balance of the loan each year on the anniversary of your first modified payment date for three consecutive years. You will lose this benefit if your modified loan loses good standing at any time during this three year period.

In consideration for the aforementioned Monthly Payment being remitted timely and as agreed upon herein, the Lender shall forgive \$ 72,646.17 of the New Principal Balance. In the event a Monthly Payment is not remitted as agreed upon herein, the Borrower(s) shall forfeit the Deferred Principal Balance and this Agreement shall terminate immediately and the entire past-due amount shall become due and payable.

4. Any portion of the Deferred Principal Balance waived pursuant to Section 3 above shall be reported to the Internal Revenue Service (IRS) on Form 1099-C as debt forgiveness. (We

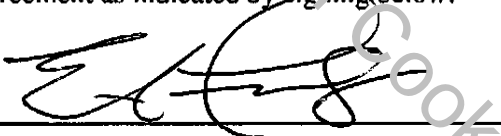
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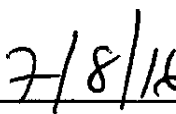
suggest that you contact the IRS or your tax preparer to determine if you have any tax liability.)

- 5. IT IS HEREBY UNDERSTOOD AND AGREED BETWEEN BORROWER(S) AND LENDER THAT IF BORROWER(S) SHALL FAIL TO REMIT ANY OF THE AFOREMENTIONED MONTHLY PAYMENTS AS THEY BECOME DUE, OR IF ANY MONTHLY PAYMENT REMITTED BY BORROWER(S) UNDER THIS AGREEMENT IS RETURNED FOR NON-SUFFICIENT FUNDS, THEN THIS AGREEMENT SHALL BECOME NULL AND VOID, AND THE ENTIRE PAST DUE AMOUNT SHALL BECOME IMMEDIATELY DUE AND PAYABLE.

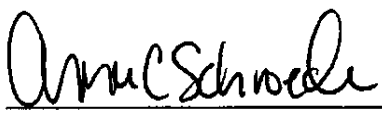
SIGNATURE(S) REQUIRED:

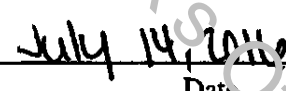
The Borrower(s) agrees to the terms of this Agreement and the terms of the Loan Modification Agreement as indicated by signing below:


 Erick Torres


 Date

Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, as trustee for Normandy Mortgage Loan Trust, Series 2015-1

By: 
 Anne C. Schroeder


 Date

Its: Assistant Vice President

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Loan No: 0010012573
 Borrower: ERICK TORRES

Data ID: 548

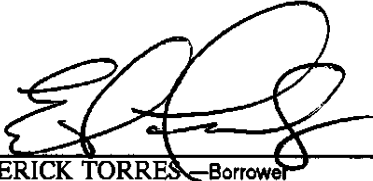
COMPLIANCE AGREEMENT

In consideration of SELENE FINANCE LP, as servicer for WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2015-1 ("Lender") modifying the first lien mortgage loan (the "Loan"), in connection with the property located at 1820 W CULLERTON STREET, CHICAGO, ILLINOIS 60608 (the "Modification"), the undersigned ("Borrower") agrees, upon request of Lender, its successors or assigns ("Note Holder"), or upon request of any person acting on behalf of Note Holder, to fully cooperate with Note Holder or such person to correct any inaccurate term or provision of, mistake in, or omission from any document associated with the Modification. Borrower further agrees to execute such documents or take such action as Note Holder or such person acting on behalf of Note Holder reasonably may deem necessary (including without limitation the correction of any such inaccuracy, mistake, or omission) as will enable Note Holder to sell, convey, seek guaranty of, or market the Modification to any entity, including without limitation an investor, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or any bonding authority.

Borrower further agrees to comply with any such request within a reasonable period of time as specified by Note Holder or by such person acting on behalf of Note Holder. Failure to comply shall constitute default under the Note and Security Instrument underlying the Modification, and Note Holder may pursue its available remedies.

BY SIGNING BELOW BORROWER ACKNOWLEDGES THAT BORROWER FULLY UNDERSTANDS THIS COMPLIANCE AGREEMENT OR OTHERWISE HAS SOUGHT THE ADVICE OF COUNSEL.

Date: 7/8/16


 ERICK TORRES - Borrower

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