

# UNOFFICIAL COPY

Doc#: 1631906003 Fee: \$64.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/14/2016 08:30 AM Pg: 1 of 9

After recording please mail to:  
Selene Finance LP  
Loan Resolution  
9990 Richmond Ave, STE 400 S  
Houston, TX 77042

This instrument was prepared by:  
Selene Finance LP  
9990 Richmond Ave, STE 400 S  
Houston, TX 77042

Permanent Index Number: 15-07-113-011-0000

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1701

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 5th day of October, 2016, between JON MONIQUE MANUEL, SUCCESSOR IN INTEREST TO WARREN MANUEL AND JON MONIQUE MANUEL, HUSBAND AND WIFE ("Borrower") and U.S. Bank National Association, not in its individual capacity, but solely as legal title trustee for BCAT 2016-17TT ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated February 2, 1999 and recorded on February 17, 1999 in Book, Volume, or Liber No. 9702, at Page 0296 (or as Instrument No. 99158608), of the Official (Name of Records) Records of Cook, Illinois (County and State, or other jurisdiction) 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

1541 ATWOOD AVE, BERKELEY, IL 60163

(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

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 October 1, 2016, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$93,312.69 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.



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2. **\$0.00** 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 **\$93,312.69**. Interest at the rate of **2.000%** will begin to accrue on the Interest Bearing Principal Balance as of **November 1, 2016** and the first new monthly payment on the Interest Bearing Principal Balance will be due on **11/01/2016**. The new Maturity Date will be **December 1, 2045**. Borrower’s payment schedule for the modified Loan is as follows:

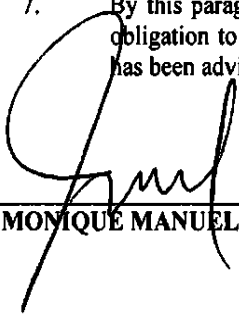
Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1 - 3	2.000%	10/01/2016	\$352.10	11/01/2016	36
4 - 4	3.000%	10/01/2019	\$395.75	11/01/2019	12
5 - 5	4.000%	10/01/2020	\$440.76	11/01/2020	12
6 - 6	5.000%	10/01/2021	\$486.85	11/01/2021	12
7 - 7	6.000%	10/01/2022	\$533.72	11/01/2022	12
8 - 30	6.750%	10/01/2023	\$569.11	11/01/2023	266

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. 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
  - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.
5. 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.



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- (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 insure to the heirs, executors, administrators, and assigns of the Borrower.
6. Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.
7. 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.

 _____ JON MONIQUE MANUEL _____ (Seal) -Borrower	_____ (Seal) _____ _____ (Seal) -Borrower
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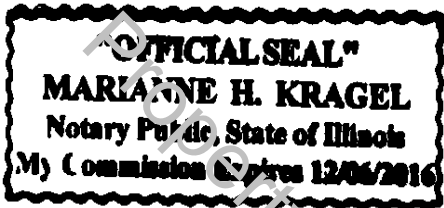
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## ACKNOWLEDGMENT

State of Illinois  
County of DuPage

§  
§  
§

The foregoing instrument was acknowledged before me this 10/10/16 by mk  
JON MONIQUE MANUEL.



(Seal)

Marianne H. Krangel  
Signature of Person Taking Acknowledgment  
Marianne H. Krangel  
Printed Name  
Lead Secretary  
Title or Rank

Serial Number, if any: \_\_\_\_\_

County of Cook County Clerk's Office



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ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE  
U.S. Bank National Association, not in its individual capacity, but solely as legal title trustee for BCAT 2016-17TT

By: Anne C Schroeder  
SELENE FINANCE LP

**Anne C. Schroeder**  
Assistant Vice President  
-Lender

October 20, 2016  
Date of Lender's Signature

### ACKNOWLEDGMENT

State of \_\_\_\_\_ §  
County of \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by SELENE FINANCE LP, Loss Mitigation of U.S. Bank National Association, not in its individual capacity, but solely as legal title trustee for BCAT 2016-17TT, a Delaware limited partnership, on behalf of the limited partnership. He/she is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Person Taking Acknowledgment  
\_\_\_\_\_  
Name Type, Printed or Stamped  
\_\_\_\_\_  
Title or Rank  
Serial Number, if any: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(Seal)

**Loan Originator Organization: U.S. Bank National Association, not in its individual capacity, but solely as legal title trustee for BCAT 2016-17TT, NMLSR ID: 6312**  
**Individual Loan Originator's Name NMLSR ID: N/A**



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## ACKNOWLEDGMENT

State of Florida

County of Duval

On the 25th day of October, in the year 2016, before me, Kristina Gorman  
Notary Public, personally appeared Anne C. Schroeder, Assistant Vice President  
of SELENE FINANCE LP, a Delaware Corporation, on behalf of the Corporation. He/she is personally  
known to me or who has produced N/A as identification.



(Seal)

[Handwritten Signature]  
Signature of Person Taking Acknowledgment

Kristina Gorman

Name Type, Printed or Stamped

Title or Rank

Serial Number, if any:

My Commission Expires: January 27, 2017

Notary Public of Cook County Clerk's Office

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## EXHIBIT A

**BORROWER(S): JON MONIQUE MANUEL, SUCCESSOR IN INTEREST TO WARREN MANUEL AND JON MONIQUE MANUEL, HUSBAND AND WIFE**

**LOAN NUMBER: 8004277**

### LEGAL DESCRIPTION:

**LOT 11 IN BLOCK 3 IN VENDLEY'S BERKELEY HIGHLANDS UNIT NO. 1, BEING A SUBDIVISION OF WEST 716.60 FEET OF EAST 946.6 FEET OF SOUTH 872.5 FEET AND ALSO OF WEST 248.4 FEET OF EAST 1195 FEET OF SOUTH 170 FEET OF NORTH WEST FRACTIONAL 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**ALSO KNOWN AS: 1541 ATWOOD AVE, BERKELEY, IL 60163**



# UNOFFICIAL COPY

Loan No. 8004277

Borrowers ("Borrower"): JON MONIQUE MANUEL, SUCCESSOR IN INTEREST TO WARREN MANUEL AND JON MONIQUE MANUEL, HUSBAND AND WIFE

## LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 5th day of, October, 2016, by and between the undersigned borrower (the "Borrower") and SELENE FINANCE LP, as servicer for U.S. Bank National Association, not in its individual capacity, but solely as legal title trustee for BCAT 2016-17TT, (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:

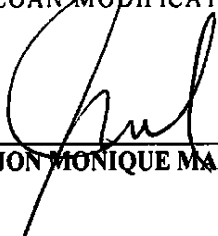
1. Costs and Expenses

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.

 _____ JON MONIQUE MANUEL _____ (Borrower)	_____ _____ (Borrower)	_____ _____ (Borrower)	_____ _____ (Borrower)
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# UNOFFICIAL COPY

Loan No. 8004277

Borrowers ("Borrower"): JON MONIQUE MANUEL, SUCCESSOR IN INTEREST TO WARREN MANUEL AND JON MONIQUE MANUEL, HUSBAND AND WIFE

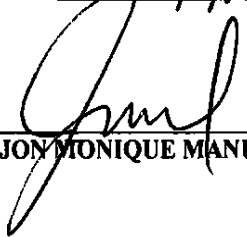
## COMPLIANCE AGREEMENT

In consideration of SELENE FINANCE LP, as servicer for U.S. Bank National Association, not in its individual capacity, but solely as legal title trustee for BCAT 2016-17TT ("Lender") modifying the first lien mortgage loan (the "Loan"), in connection with the property located at 1541 ATWOOD AVE, BERKELEY, IL 60163 (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: 10/10/16

  
\_\_\_\_\_  
JON MONIQUE MANUEL (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

