

# UNOFFICIAL COPY

Doc#: 1634006054 Fee: \$66.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/05/2016 10:23 AM Pg: 1 of 10

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: 1354110471001

\_\_\_\_\_  
[Space Above This Line For Recording Data]

Loan No.: 763193  
MIN: 100133700029039818

1962

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 1st day of November, 2016, between THERESA FOX AKA TERESA FOX ("Borrower") and Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust ("Lender"), and Mortgage Electronic Registration Systems, Inc., ("MERS") ("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated February 6, 2008 and granted or assigned to Mortgage Electronic Systems, Inc., as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on February 19, 2008 in Book, Volume, or Liber No. \_\_\_\_\_, at Page \_\_\_\_\_

(or as Instrument No. 0805039141), of the Official Records of COOK, 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:

1854 N KEDZIE AVE Unit 1, CHICAGO, IL 60647

[Property Address]

the real property described being set forth as follows:

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

MERS Phone: 1-888-679-6377

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument  
The Compliance Source, Inc. Page 1 of 7

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

1. As of **August 1, 2016**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$298,728.22** consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$62,228.22** 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 **\$236,500.00**. Interest at the rate of **2.000%** will begin to accrue on the Interest Bearing Principal Balance as of **September 1, 2016** and the first new monthly payment on the Interest Bearing Principal Balance will be due on **09/01/2016**. The new Maturity Date will be **August 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 |
|--------|---------------|---------------------------|---|-------------------|----------------------------|
| 1 - 5  | 2.000%        | 08/01/2016                | \$716.18                                      | 09/01/2016        | 60                         |
| 6 - 6  | 3.000%        | 08/01/2021                | \$832.04                                      | 09/01/2021        | 12                         |
| 7 - 40 | 3.750%        | 08/01/2022                | \$922.95                                      | 09/01/2022        | 408                        |

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.

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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.
  - (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) "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, Flin, MI 48501-2026, tel. (888) 679-MERS.
  - (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

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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 .

- 6. 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.

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

### ACKNOWLEDGMENT

State of Illinois

County of DePage

The foregoing instrument was acknowledged before me this 10th Day of November, 2016 by THERESA FOX.



(Seal)

Angelica Parra  
 Signature of Person Taking Acknowledgment  
Angelica A Parra  
 Printed Name  
Notary Public  
 Title or Rank

Serial Number, if any: 833117

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ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE  
Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium  
Mortgage Acquisition Trust

**Tonya Higginbotham**  
Vice President

By:



SELENE FINANCE LP -Lender

November 18, 2016

Date of Lender's Signature

### ACKNOWLEDGMENT

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

§  
§  
§

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by  
, LOSS MITIGATION of Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not  
individually but as trustee for Pretium Mortgage Acquisition Trust, 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)

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## ACKNOWLEDGMENT

State of Florida

County of Duval

On the 18th day of November, in the year 2016, before me, Amanda Murdock, Notary Public, personally appeared Tonya Higginbotham, 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.



Amanda Murdock  
Signature of Person Taking Acknowledgment

Amanda Murdock  
Name Type, Printed or Stamped

\_\_\_\_\_  
Title or Rank

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

My Commission Expires: April 26, 2017

(Seal)

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MERS



**Tonya Higginbotham**  
Assistant Secretary

Mortgage Electronic Registration Systems, Inc. - Nominee for Lender

### ACKNOWLEDGMENT

State of Florida

§  
§  
§

County of Duval

The foregoing instrument was acknowledged before me this November 18, 2016 by **SELENE FINANCE L.P.** Loss Mitigation of Mortgage Electronic Registration Systems, Inc, as nominee for Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust, a Delaware corporation, on behalf of the corporation. He/she is personally known to me or who has produced N/A as identification.



Signature of Person Taking Acknowledgment

**Amanda Murdock**

Name Type, Printed or Stamped

Title and Rank

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

My Commission Expires: April 26, 2017

(Seal)

Loan Originator Organization: Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust, NMLSR ID: 6312  
Individual Loan Originator's Name NMLSR ID: N/A

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## EXHIBIT A

**BORROWER(S): THERESA FOX AKA TERESA FOX**

**LOAN NUMBER: 763193**

**LEGAL DESCRIPTION:**

**LOT 2 IN BLOCK 12 IN WINKELMAN'S RESUBDIVISION OF BLOCKS 1 AND 12 OF E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.**

**ALSO KNOWN AS: 1854 N. KEDZIE AVE Unit 1, CHICAGO, IL 60647**

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Loan No. 763193

Borrowers ("Borrower"): **THERESA FOX AKA TERESA FOX**

## LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 1st day of, **November, 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**, not individually but as trustee for **Pretium Mortgage Acquisition 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**.

  
\_\_\_\_\_  
**THERESA FOX** (Seal)  
-Borrower

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

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

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



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Loan No. 763193

Borrowers ("Borrower"): **THERESA FOX AKA TERESA FOX**

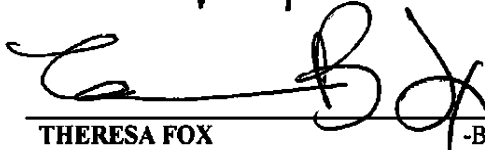
## COMPLIANCE AGREEMENT

In consideration of SELENE FINANCE LP, as servicer for **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust ("Lender")** modifying the first lien mortgage loan (the "Loan"), in connection with the property located at **1854 N KEDZIE AVE Unit 1, CHICAGO, IL 60647** (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: 11/10/16

 (Seal)  
\_\_\_\_\_  
THERESA FOX -Borrower

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

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

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

