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Doc#. 1715716280 Fee: \$60.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 06/06/2017 11:40 AM Pg: 1 of 7

After recording please mail to: ServiceLink Attn: Loan Modification Solutions 3220 El Camino Real Irvine, CA 92602

This instrument was prepared by: Selene Finance LP 9990 Richmon'. Ave, STE 400 S Houston, TX 7704

Permanent Index Number: 20-25-202-003-0000

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LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 5th day of May, 2017, between RORY A WILLIAMS ("Borrower") and SELENE FINANCE LP, as attorney in fact for MTGLQ Investors, L.P. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Died (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated September 29, 2009, in the amount of \$311,850.00 and recorded on October 28, 2009 in Book, Volume, or Liber No at Fage (or as Instrument No. 0930108106), 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 "Pipperty", located at 7134 -36 S YALE, CHICAGO, IL 60621

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):

(Property Address)

Loan Modification Agreement—Single Family—Famile Mae Uniform Instrument The Compliance Source, Inc. Page 1 of 6 Form 3179 1/01 (rev. 4/14) 237031L 10/01 Rev. 03/17 ©2001-2017 The Compliance Source, Inc.



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- 1. As of March 1, 2017, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$150,000.00, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 2.000%, from March 1, 2017. Borrower promises to make monthly payments of principal and interest of U.S. \$454.24, beginning on the 1st day of April, 2017, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 2.000% will remain in effect until principal and interest are paid in full. If on March 1, 2057 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
- 3. 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 his 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 this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 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, accessments, 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 carceled, null and void, as of the date specified in paragraph No. 1 above:
 - 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 Timery 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 12 which Borrower may have otherwise been entitled; and
 - 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.
- 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.
- All costs and expenses incurred by Lender in connection with this Agreement, including necording 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.
- Borrowe, a grees 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.
- 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) redi 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 cherwise 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 Ecrower's loan.

Borrower consents to being contacted by Lender or Third rarties 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 mer spaing .

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

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
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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.

| | (Seal) | (Seal) |
|--|------------------------------------|-------------------|
| RORY A WILLIAMS | -Borrower | -Borrower |
| 6 | | (Canl) |
| | (Seal) | (Seal) |
| | -Borrower | -Borrower |
| | ACKNOWLEDGMENT | |
| State of Illinois | Cos | |
| County of Cook | 94 | |
| The foregoing instrument v | vas acknowledged tefore me this Mo | 14 23, 2017 by |
| RORY A WILLIAMS. | Modash ? | Hele_ |
| Emmme. | Signature of Person Taking | Acknowledgment |
| OFFICIAL SEAL | Alatrichia (| |
| NATASHIA L HOLME | | |
| NOTARY PUBLIC - STATE OF I MY COMMISSION EXPIRES:0 | LINOIS Attorney | INOTARY |
| Comment of the State of the Sta | Title or Rank | Ś |
| (Seal) | Serial Number, if any: | — O ₅₅ |

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| SELENK RINANCE LP, as attorney in fact for \(\) | MTGLQ Investors, L.P. |
|--|--|
| By: My Hay | |
| Tsrya Higginbotham Vice President | -Lender |
| Date of Lender's Signature | POA Recorded: 4)10/2017 Inst/Doc #: 17 10049 195 Book/Page: County/State: Cook / FL |
| | |
| ACK | NOWLEDGMENT |
| State of Florida § | |
| County of Duval § | 00 |
| foregoing instrument was acknowledged before me Tonya Higginbotham Vice | this of SELENE FINANCE LP, as attorney |
| in fact for MTGLO Investors, L.P., a Delaware is ersonally known to me or who has produced | limited partnership, on behalf of the limited partnership. He sne as identification. |
| | Wh h |
| | Signature of Person Taking Acknowledgment Troy Mendoza |
| TROY MENDOZA Notary Public - State of Florida Commission # GG 080643 | Name Type Printed or Stamped |
| My Comm. Expires Mai 7, 1821 Bonded through National Nation Association | Title or Rank |
| | Serial Number, if any: MA |
| (Seal) | My Commission Expires: 3/1/a/a/ |
| NMLSR ID: 6312 | NCE LP, as attorney in fact for MTCLO Investors, L.P., |
| Individual Loan Originator's Name NMLSR ID | P. N/A |
| | 10 |

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EXHIBIT A

BORROWER(S): RORY A WILLIAMS

LOAN NUMBER: 10133361

LEGAL DESCRIPTION:

SITUATE IN THE COUNTY OF COOK, STATE OF ILLINOIS: THE SOUTH 10 FEET OF LOT 1 AND THE NORTH 40 FEET OF LOT 2 IN BLOCK 7 IN EGGLESTON'S 2ND SUBDIVISION BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 14 LAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 1/2 OF THE NORTH 1/2 OF SAID NORTH EAST 1/4) IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 20-28-202-023-0000

ALSO KNOWN AS: 7134 -36 S YALE, CHICAGO, IL 60621



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Loan No. 10133361
Borrowers ("Borrower"): RORY A WILLIAMS

LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 5th day of, May, 2017, by and between the undersigned borrower (the "Borrower") and SELENE FINANCE LP, as attorney in fact for MTGLQ Investors, L.P., (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, Bo rover 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 Borrowei.

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 abov, 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.

| 1 × × | (Seal) | 17x, | (Seal) |
|-----------------|-----------|------|---------------|
| RORY A WILLIAMS | -Вогтожег | 3 | -Borrower |
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| | (Seal) | 10. | (Seal) |
| | -Borrower | 74, | -Borrower |
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