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Doc#: 1727608228 Fee: \$64.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/03/2017 12:56 PM Pg: 1 of 9

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 Richmond Ave, STE 400 S
Houston, TX 77042

Permanent Index Number: 31-16-10-003-0000

[Space Above This Line For Recording Data] _____
170382610 SA

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LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 8th day of September, 2017, between MARQUE M. SMART, A SINGLE MAN ("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 Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated August 16, 2007, in the amount of \$304,000.00 and recorded on August 24, 2007 in Book, Volume, or Liber No. _____, at Page _____ (or as Instrument No. 0723650035), 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

261 PROVIDENCE D, MATTESON, IL 60443
(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 September 1, 2017, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$299,000.00 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 **\$299,000.00**. Interest at the rate of **2.000%** will begin to accrue on the Interest Bearing Principal Balance as of **October 1, 2017** and the first new monthly payment on the Interest Bearing Principal Balance will be due on **10/01/2017**. The new Maturity Date will be **September 1, 2057**. 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%	09/01/2017	\$905.45	10/01/2017	60
6-6	3.000%	09/01/2022	\$1,051.92	10/01/2022	12
7-40	3.500%	09/01/2023	\$1,127.85	10/01/2023	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.
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



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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 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 .

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.



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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.

Marque Smart (Seal) _____ (Seal)
MARQUE M SMART -Borrower -Borrower

____ (Seal) _____ (Seal)
-Borrower -Borrower

ACKNOWLEDGMENT

State of IL §
County of Will §

The foregoing instrument was acknowledged before me this Sept 21, 2017 by MARQUE M SMART.

Lisa A. Kline
Signature of Person Taking Acknowledgment

Lisa A. Kline
Printed Name

Branch Manager
Title or Rank

(Seal) Serial Number, if any: _____



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ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
SELENE FINANCE LP, as attorney in fact for MTGLQ Investors, L.P.

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

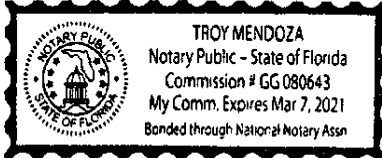
Date of Lender's Signature 9/27/17

POA Recorded: 4/10/2017
Inst/Doc #: 1710049195
Book/Page: N/A
County/State: COCK/IL

ACKNOWLEDGMENT

State of Florida
County of Duval

foregoing instrument was acknowledged before me this 9/27/17 by
Anne C. Schroeder, **Assistant Vice President** of SELENE FINANCE LP, as attorney
in fact for MTGLQ Investors, L.P., a Delaware limited partnership, on behalf of the limited partnership. He/she
is personally known to me or who has produced NA as identification.



Signature of Person Taking Acknowledgment
Troy Mendoza
Name Type, Printed or Stamped
NA
Title or Rank
Serial Number, if any: NA
My Commission Expires: 3/7/2021

(Seal)

Loan Originator Organization: SELENE FINANCE LP, as attorney in fact for MTGLQ Investors, L.P.,
NMLSR ID: 6312
Individual Loan Originator's Name NMLSR ID: N/A



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EXHIBIT A

BORROWER(S): MARQUE M. SMART, A SINGLE MAN

LOAN NUMBER: 10158632

LEGAL DESCRIPTION:

STATE OF IL, COUNTY OF COOK, AND DESCRIBED AS FOLLOWS:

LOT 72 IN PROVIDENCE MANOR PHASE 2, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 31-16-109-003-0000

ALSO KNOWN AS: 261 PROVIDENCE D, MATTESON, IL 60443



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Account No. 10158632

Mortgagor(s): MARQUE M. SMART, A SINGLE MAN

ADDENDUM TO LOAN MODIFICATION AGREEMENT FOR MORTGAGORS WITH A DISCHARGE IN BANKRUPTCY

This Addendum to Loan Modification Agreement is effective as of the date of execution by all parties hereto (the "Addendum"), by and between the undersigned Mortgagor(s) ("Mortgagor") and SELENE FINANCE LP, as attorney in fact for MTGLQ Investors, L.P. (the "Lien Holder") and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement (the "Agreement") being executed simultaneously herewith.

RECITALS

WHEREAS, Mortgagor received a discharge in Chapter 7 of the Bankruptcy Code which extinguished Mortgagor's personal obligation to repay the loan.

WHEREAS, Mortgagor desires to continue making payments despite the discharge in order to retain home ownership;

WHEREAS, Mortgagor and Lien Holder recognize that the Mortgagor's execution of the Agreement or this Addendum in no way affect the Mortgagor's discharge in bankruptcy and, in the event of non-payment, Lien Holder's sole recourse is to enforce its lien against the Property.

IT IS THEREFORE AGREED TO AS FOLLOWS:

1. Mortgagor and Lien Holder acknowledge and agree that the Agreement is not an attempt to collect, recover, enforce, or offset this indebtedness against Mortgagor personally, does not affect the discharge of Mortgagor's personal liability, and shall not be construed as a waiver of the bankruptcy discharge or an attempt to revive personal liability for this indebtedness.
2. Mortgagor understands that Mortgagor is not obligated to enter into this Agreement.
3. Mortgagor is entering into the Agreement voluntarily and with no coercion or pressure from Lien Holder, for the sole purpose of retaining Mortgagor's Property.
4. Mortgagor and Lien Holder acknowledge and agree that the Mortgage/Deed of Trust is an enforceable lien on Mortgagor's Property, that this Agreement shall not prejudice the lien in any way and that Lien Holder's sole recourse is the enforcement of its lien on the Property and any action which may exist in relation to the Property itself.
5. **NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO BE A WAIVER OF THE MORTGAGOR'S DISCHARGE, AN ATTEMPT TO COLLECT AGAINST THE MORTGAGOR PERSONALLY, OR AN ATTEMPT TO REVIVE PERSONAL LIABILITY.**
6. The foregoing Recitals are true and correct and are hereby incorporated by this reference.



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7. All terms of the Agreement that do not conflict with the terms of this Addendum shall remain in full force and effect. This Agreement may be executed in counterpart facsimile signatures and all such counterparts shall constitute a single form of this Agreement.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and conditions contained in this Addendum to Loan Modification Agreement.

SELENE FINANCE LP, as attorney in fact for MTGLQ Investors, L.P.

By: Anne C Schroeder Date: 9/27/17
 Anne C. Schroeder -Lien Holder
 Assistant Vice President
 Its: _____

Marque Smart Date: _____
 Mortgagor: MARQUE M SMART Date

 Mortgagor: Date

 Mortgagor: Date

 Mortgagor: Date

POA Recorded: 4/10/2017
 Inst/Doc #: 1716049195
 Book/Page: N/A
 County/State: Cook/IL



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Loan No. 10158632

Borrowers ("Borrower"): MARQUE M. SMART, A SINGLE MAN

LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 8th day of, September, 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, 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

Marque Smart (Seal)
MARQUE M SMART -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

