## **UNOFFICIAL COPY**

Doc#. 1804657137 Fee: \$56.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 02/15/2018 01:41 PM Pg: 1 of 5

Prepared By: Anne C. Schroeder

Selene Finance LP

9990 Richmond Ave., Ste 400 S

Houston, TX 77042

Recording Requested By and When Recorded Return To: ServiceLink Loan Modification Solutions 3220 El Camino Real Irvine, CA 9%6\\(^2\)2 (800) 323-0165

Loan No.: 754184

Order No.: 180069372

APN: 13-32-208-012-0000

Assumption Agreement

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### **UNOFFICIAL COPY**

Loan Number: 754184

### / 80069372 SC ASSUMPTION AGREEMENT

This Assumption Agreement ("Agreement") is made effective as of the 29<sup>th</sup> day of December, 2017 by and between Guadalupe Bedolla and Alvaro Cebrero ("New Borrowers"), and Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust ("Noteholder"), by and through Selene Finance LP, its Servicer and Attorney-in-Fact.

#### **BACKGROUND:**

- A. Noteholder is the holder of that certain Note dated June 22, 2007, recorded on July 5, 2007, Insuran ant Number: 0718650006 (the "Note") in the original principal amount of THREE HUNDRED TWENTA'-EIGHT THOUSAND AND 00/100 "DOLLARS" (\$ 328,000.00) made by Guadalupe Bedolla (the 'Original Borrower(s)") to Chase Bank USA, N.A. ("Original Lender"). To secure the repayment of the Note the Original Borrower(s) together with Alvaro Cebrero executed and delivered a Mortgage (the "Security Instrument") that grants a lien on the property described in Security Instrument in connection with the property located at 2215 N Austin Ave, Chicago, Illinois (the "Property"). Said Security Instrumen' was subsequently assigned by certain mesne assignments of mortgage, naming Noteholder as the last assignee of record.
- B. New Borrower(s) have requested that the Noteholder modify the terms of the Note and Security Instrument. In connection with the granting of such request, Noteholder requires that New Borrower(s) assume all of the obligations under the Note and Security Instrument.

In consideration of the foregoing and the mutual covenants and promises set forth in this Agreement and other good and valuable consideration, the recogn and sufficiency of which are hereby acknowledged, Noteholder and New Borrower(s) agree as follow:

- Assumption of Obligations. The New Borrower(s) hereby assume all of the payment and performance obligations with the same force and effect of the Original Borrower(s) set forth in the Note and the Security Instrument in accordance with the respective terms and conditions, as modified by this Agreement and any subsequent Loan Modification Agreement, including without limitation, payment of all sums due under the Note.
- 2. Modification of Note and Security Instrument. New Borrower(s) agree that they shall enter into a Loan Modification Agreement with Noteholder which will modify certain trans of the Note and Security Instrument. The Loan Modification Agreement shall be executed by Noteholder and New Borrowers(s) concurrently with the execution of this Agreement.
- 3. <u>Limitation of Amendment</u>. Except as expressly stated herein and under the Loan Modification Agreement, all terms and conditions of the Note and the Security Instrument shall remain unchanged and in full force and effect.

#### 4. <u>Miscellaneous</u>.

- (a) This Agreement shall be construed according to and governed by the laws of the jurisdictions in which the Property is located.
- (b) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

NEW BORROWER(S):
Guadalupe Bodolla
ALVARO CEBRERO Alvaro Cebrero
Witnesses:
Witness Signature  Witness Signature
Marvana Zubko Witness Printed Name  Witness Printed Name
T <sub>C</sub>
Borrower Acknowledgement
STATE OF Illinois COUNTY OF Cook.
On this day of
for the consideration, uses and purposes therein mentioned and set forth.  Personally Known OR Produced Identification X  Type of Identification Produced
In WITNESS THEREOF, I have set my hand and official seal this 15th day of February, 2018
Signature: <u>Ulaell</u> (Notary Public)
My commission expires: 01/14/2019
(SEAL)  OFFICIAL SEAL  WAEL L AMRA  Notary Public - State of Illinois  My Commission Expires Jan 14, 2019

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### **NOTEHOLDER:**

Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust

	By: Selene Finance LP, its Servicer and Attorney-in-Fact By: Chwolv	
	Name: Anne C. Schroeder	
	Assistant Vice President	
	Title:	
Witnesses:	ald OV	
nancy Farand	y My · Me	
Witness Signature	Withess Signature	
Nancy Fernands	Witness Printed Name	
Withos Third Name	Withess I fined Ivalite	
Len fer Azknowledgment		
STATE OF Florida	Len ler Acknowledgment POA Recorded: 127/2016	
STATE OFPIONOS COUNTY OF Duval	Book/Page: n 516 1 996-999	
	County/State. Clare IL	
On this day of	20 (c) or fore me, a Notary Public, (or before any	
	e or without the State now qualified under existing law to take ioned, qualified and actin within a id for said County and State,	
appeared in person the within name	d Anne C. Schroeder (being the person or	
	D PARTNERSHIP, to execute such instrument, stating their respective sonally well known (or satisfactorily proven to be such person), who	
stated and acknowledged that he/sh	ne was the Assistant Vice President of SELENE	
	nington Savings Fund Society, FSB, d/b/a Christian? Trust, not um Mortgage Acquisition Trust, and was duly authorized in his/her	
respective capacity to execute the fo	orgoing instrument(s) for and in the name and behalf of said LIMITED	
	and acknowledged that he/she had so signed, executed, and relivered ensideration, uses, and purposes therein mentioned and set forth they	
had so signed, executed and deliver	ed said foregoing instrument for the consideration, uses and purposes	
therein mentioned and set forth.	L4h -, _,	
In WITNESS THEREOF, I have se	t my hand and official seal this <u>I</u> day of <u>Locust</u> , 20 <u>18</u> .	
Marion, Mail Care Diese	1/10 7 de 1	
WILLETTE RICKS  Notary Public - State of Florida  Commission # GG 085992	Signature: (Notary Public)	
My Comm. Expires Mar 22, 2021 Bonded through National Notary Assn	My commission expires: 3/23/2021	
	•	

Willette Ricks

(SEAL)

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#### **EXHIBIT A**

BORROWER(S): ALVARO CEBRERO AND GUADALUPE BEDOLLA, HUSBAND AND WIFE

**LOAN NUMBER: 754184** 

**LEGAL DESCRIPTION:** 

STATE OF ILL'NOIS, COUNTY OF COOK, AND DESCRIBED AS FOLLOWS:

LOT 26 IN BLOCK 5 IN HANSON'S SUBDIVISION OF THAT PART OF THE WEST ½ OF THE NORTHEAST ½ OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER OF GRAND AVENUE, IN COOK COUNTY, ILLINOIS.PERMANENT (FAX NUMBER 13-32-208-012-0000

Permanent Index Number: 13-32-208-512-0000

ALSO KNOWN AS: 2215N AUSTIN A/E, CHICAGO, IL 60639

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