Doc#. 1804657138 Fee: \$68.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 02/15/2018 01:41 PM Pg: 1 of 11

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

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

Permanent Index Number: 13-31-208 312-0000

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### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 18th day of January, 2018, between ALVARO CEBRERO AND GUADALUPE BEDOLLA, HUSBA'(P AND WIFE ("Borrower") and SELENE FINANCE LP, as attorney in fact for Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Turcely Payment Rewards Rider, if any, dated July 1, 2007, in the amount of \$328,000.00 and recorded on July 5, 2017 or Book, Volume, or Liber No., at Page (or as Instrument No. 0718650006), of the Official (Name of Records) Records of COOK, ILLINOIS (County and State, or other jurisdiction) and (?) 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

2215N AUSTIN AVE, CHICAGO, IL 60639 (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):

Loan Modification Agreement—Single Family—Famile Mae Uniform Instrument
The Compliance Source, Inc.
Page 1 of 6

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- As of January 1, 2018, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$413,984.00 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 2. \$175,934.00 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 \$238,050.00. Interest at the rate of 5.500% will begin to accrue on the Interest Bearing Principal Balance as of January 1, 2018 and the first new monthly payment on the Interest Bearing Principal Balance will be due on 02/01/2018. The new Maturity Date will be January 1, 2048. Borrower's payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate	Monthly Principal and	Payment Begins On	Number of
		Change Date	Interest Payment Amount		Monthly
700					Payments
1 - 30	5.500%	01/01/2018	\$1,227.79	02/01/2018	360

- 3. Borrower egrees 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 ne v 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:
  - 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
  - all terms and provisions of any adjustable rate rider, or Timely Paymer's Rewards Rider, where applicable, or other instrument or document that is affixed to, whally 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 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 ecording fees, title examination, and attorney's fees, shall be paid by the Borrower and chall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- Borrower agrees to make and execute such other documents or papers as may be (e) necessary or equired to effectuate the terms and conditions of this agreement which, if approved and secepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- Borrower authorizes Lei der, and Lender's successors and assigns, to share Borrower (f) information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) realt 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 il obligated, or to any companies that perform support services to them in connection with Benower's loan.

Borrower consents to being contacted by Lender or Third ratios concerning mortgage assistance relating to Borrower's loan including the trial region 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 messeging .

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.

Loan Modification Agreement-Single Family-Fannie Mae Uniform Instrument Page 3 of 6

The Compliance Source, Inc.

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rusdolupa Predolla	(Seal)	ALVARO CEBRERO	(Seal)
GUADALUPE BEDOLLA	-Borrower	ALVARO CEBRERO	-Borrower
	(Seal)		(Seal)
	-Borrower		-Borrower
0	ACKNOWLI	EDGMENT	
State of Illinors	§ §		
County of COOK	§		ct
The foregoing instrument was ac GUADALUPE BEDOLLA AND ALVA	cknowledged bef RO CEBRERO.	fore me this February 1	<i></i>
	04	Mult	
	Sigr att	are of Person Taking Acknowledgmen	nt
	Printed	Name	
	Title or		······································
(Seal)	Serial 1	Number, if any:	
		4.	
OFFICIAL SEAL WAEL L AMRA		Number, if any:	0,5.
Notary Public - State of III My Commission Expires Jan	114, 2019		Co

Loan Modification Agreement—Single Family—Famile Mae Uniform Instrument
The Compliance Source, Inc.
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	NCE LP, as attorney in fact for idually but as trusteg for Pretiu			d/b/a Christiana
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	Assistant Vice President	KNOWLEDGMENT	r	
State of	Florida	§		
	Duval	Š	- 11-	
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in fact for Wilm Pretium <b>Marto</b>	ning or Savings Fund Society, F Tge Ac (widition Trust, a Delawa	SB, d/b/a Christians re limited partnershir	a Trust, not individua	illy but as trustee for
is personally kno	own to me or ino has produced	N/A		identification.
		1/1/0:	Hakis	<del>Y</del>
	<u>Qc</u>	Signature of Perso	n Taking Acknowledg	ment
	WILLETTE RICKS Notary Public – State of Florida	Willette Rick		
	Commission # GG 085992 My Comm. Expires Mar 22, 2021	Name Type, Printe	ed or Stamped	
	Bonded through National Notary Assn	Title or Rank		
		Serial Number if:	any: <u>GG 085</u> 99	þ
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(Seal)		My Conmission E	Expires: <u>3/22/6</u>	001
	POA Recorded: 12/27/201	6	X,	
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## **UNOFFICIAL COPY**

#### **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 STICTION 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 74 X NUMBER 13-32-208-012-0000

Permanent Index Number: 13-32-208 312-0000

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

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
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Loan: 754184

#### PRINCIPAL REDUCTION AGREEMENT

This Principal Reduction Agreement ("Agreement") executed by and between **GUADALUPE BEDOLLA AND ALVARO CEBRERO** ("Borrower(s)") and SELENE FINANCE LP, AS ATTORNEY IN FACT FOR WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION TRUST ("Lender"), amends and supplements;

- 1. The Mor'gage, Deed of Trust, or Security Deed (the "Security Instrument"), dated 07/01/2007, and executed by Borrower(s).
- 2. The Note, also executed by Borrower(s), and 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."

All capitalized terms not otherwise defined herein shall have the meaning ascribed to same in the Loan Modification Agreement by and between Borrower(s) and Lender dated 01/18/2018 ("Loan Modification Agreement").

This Agreement shall commence on the Effective Date as defined in Section 3 below.

This Agreement includes and incorporates by reference, as set forth herein in full, the terms and conditions of the Loan Modification Agreement.

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):

3. The Borrower(s) agree to submit on-time contractual monthly payments starting on the modification payment effective date and in accordance with the below schedule:

Required Timely Monthly Payments in order to receive Principal Reduction	Amount of Principal Reduction	Date of Principal Reduction Waived	Total Principal Reduction Amount
12	\$17,593.40	02/01/2019	\$17,593.40
6	\$17,593.40	08/01/2019	\$35,186.80
6	\$52,780.20	02/01/2020	\$87,967.00

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In the event a Monthly Payment is not remitted as agreed upon herein, the Borrower(s) shall forfeit the Principal Reduction Alternative Balance and this Agreement shall terminate immediately.

- 4. Any portion of the Deferred Principal Balance waived pursuant to Section 3 above shall be reported to the Internal Revenue Service (IRS) on Form 1099-C as debt forgiveness. (We suggest that you contact the IRS or your tax preparer to determine if you have any tax liability.)
- 5. IT IS HEREBY UNDERSTOOD AND AGREED BETWEEN BORROWER(S) AND LEADER THAT IF BORROWER(S) SHALL FAIL TO REMIT ANY OF THE AFOREMENTIONED MONTHLY PAYMENTS AS THEY BECOME DUE, OR IF ANY MONTHLY PAYMENT REMITTED BY BORROWER(S) UNDER THIS AGREEMENT IS RETURNED FOR NON-SUFFICIENT FUNDS, THEN THIS AGREEMENT SMALL BECOME NULL AND VOID.

**SIGNATURE(S) REQUIRED:** 

The Borrower(s) agrees to the terms of this Agreement and the terms of the Loan Modification Agreement as indicated by signing below:

01/2018
<i>U</i> <sub>2</sub>
01/2018
POA Recorded: 12/2016 Inst/Doc#: 512 Book/Page: 5516 1016 1618 County/State
2/7/18
(Date)

**Principal Reduction Agreement** 

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Loan No. 754184

Borrower(s): ALVARO CEBRERO AND GUADALUPE BEDOLLA, HUSBAND AND WIFE

#### BALLOON PAYMENT RIDER

(For Fixed Interest Rate Modifications with Balloon Payment)

THIS BALLOON PAYMENT RIDER is made this 18TH day of JANUARY, 2018, (this "Rider") by and between the undersigned borrower (the "Borrower") and SELENE FINANCE LP, as attorney in fact for Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee fc. P retium Mortgage Acquisition Trust (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFCATION AGREEMENT (the "Agreement") being executed simultaneously herewith. Any undefined capitalized terms herein shall have the same meaning as in the Agreement.

#### **RECITALS**

WHEREAS, Borrower and Lender entered into the Agreement in order for Lender to provide Borrower with a more affordable mortgage payment;

WHEREAS, in order to provide the Borrower a more affordable mortgage payment, the Agreement includes a Balloon Payment (as further described below); and

WHEREAS, Lender and Borrower have executed this Rider to acknowledge the effect of the Balloon Payment within the Agreement.

#### IT IS THEREFORE AGREED TO AS FOLLOWS:

- 1. Borrower's Loan Modification Agreement contains a Balloon Payment.
- 2. The Balloon Payment is in the amount of \$113,133.53, and will be due on January 1, 2048 (Maturity) or upon sale of the mortgaged property if sold prior to Maturity.
- 3. The above Balloon Payment amount is based on all other monthly payments being paid as scheduled. However, if Borrower is still obligated under the terms of the Agreement at Maturity, or upon sale, any unpaid balance including interest on the loan shall be paid to the Lender at that time.

Balloon Payment Rider Proprietary W3078

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Balloon Payment Rider.

Guadulupa Padolla Borrower Name: GUADALUPE BEDOLLA	(Seal)	02/01/2018 Date
Bollowel Name, GUADALUFE BEDOLLA		Date
ALVARO CEBRERO  Borrower Name: ALVARO CEBRERO	(Seal)	02/01/2018
Dillow And Control		
<u></u>	(Seal)	
Borrower Name:		Date
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Balloon Payment Rider Proprietary W3078

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### UNOFFICIAL COPY

Loan No. 754184

Borrowers ("Borrower"): ALVARO CEBRERO AND GUADALUPE BEDOLLA, HUSBAND AND WIFE

#### LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 18th day of, January, 2018, by and between the undersigned borrower (the "Borrower") and SELENE FINANCE LP, as attorney in fact 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, Borr, wer and Lender further covenant and agree as follows:

#### 1. Costs and Expenses

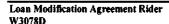
All costs and expenses ire red by Lender in connection with this Agreement shall be borne by Lender and not paid by Borrower.

#### 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 mount 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.

LOAN MODIFICATION AGREEM	ENT RIDER.		
Guerdayan Badolla	(Seal)	ALVIRO CEBRERO	(Seal)
GUADALUPE BEDOLLA	-Borrower	ALVARO CEPRFAO	-Borrower
	(Saal)	14,	(Saal)
	(Seal) -Borrower		(Seal) -Borrower
	-Bollower	0,	-borrower



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