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Karen A. Yarbrough  
Cook County Clerk  
Date: 08/03/2022 07:00 AM 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  
3501 Olympus Blvd, Suite 500  
Dallas, TX 75012

Permanent Index Number: 00-24-319-022-0000

[Space Above This Line For Recording Data]

20245518  
sel

33991

Investor Loan No: 1826964

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 03 day of July, 2022, between **KEVIN R. KELLER AND CYNTHIA A. KELLER** ("Borrower") and **SELENE FINANCE LP**, as attorney in fact for **U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated July 25, 2006, in the amount of **\$257,288.91** and recorded on July 31, 2006 in Book, Volume, or Liber No. \_\_\_\_\_, at Page \_\_\_\_\_ (or as Instrument No. **0621236131**), 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

**209 PEPPERIDGE CIR, STREAMWOOD, IL 60107**  
(Property Address)

the real property described being set forth as follows:

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



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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 or Security Instrument):

1. As of **August 1, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$446,792.97**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$191,428.84** 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 **\$255,364.13**. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **7.500%**, from **August 1, 2022**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,680.48**, beginning on the **1st** day of **September, 2022**, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of **7.500%** will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be **August 1, 2062**.
3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and the 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; and
  - b) all terms and provisions of any adjustable rate rider, 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 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



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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. 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.



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Kevin R Keller  
Borrower - KEVIN R. KELLER

Date: 7/19/2022

Cynthia A. Keller  
Borrower - CYNTHIA A. KELLER

Date: 7/19/2022

### ACKNOWLEDGMENT

State of IL

§  
§  
§

County of Cook

The foregoing instrument was acknowledged before me this July 19, 2022 by  
KEVIN R. KELLER AND CYNTHIA A. KELLER.

Donna M. Laporta

Signature of Person Taking Acknowledgment

DONNA M. LAPORTA

Printed Name

Notary Public

Title or Rank

Serial Number, if any: 252006

(Seal)



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ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE  
SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association

By: Tonya Higginbotham -Lender      JUL 28 2022 Date of Lender's Signature  
Assistant Vice President

### ACKNOWLEDGMENT

State of Florida

County of Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this JUL 28 2022 by Tonya Higginbotham, Assistant Vice President of SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association, a Delaware limited partnership, on behalf of the limited partnership. He/she is personally known to me or who has produced N/A as identification.

Margo A Wise  
Signature of Person Taking Acknowledgment  
Margo A Wise

Name Typed, Printed or Stamped  
Notary

Title or Rank

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

My Commission Expires: \_\_\_\_\_



(Seal)



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## EXHIBIT A

**BORROWER(S): KEVIN R. KELLER AND CYNTHIA A. KELLER**

**LOAN NUMBER: 2005000079**

**LEGAL DESCRIPTION:**

**STATE OF ILLINOIS, COUNTY OF COOK, AND DESCRIBED AS FOLLOWS:**

**THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN COOK COUNTY, ILLINOIS TO WIT:  
LOT 79 IN THE STREAMWOOD GREEN UNIT 4 PHASE 2, BEING A SUBDIVISION OF PART OF  
THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. TAX MAP OR PARCEL ID NO.: 06-  
24-319-022**

**Permanent Index Number: 06-24-319-022-0000**

**ALSO KNOWN AS: 209 PEPPERIDGE CIR, STREAMWOOD, IL 60107**



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Loan No. 2005000079

Borrowers ("Borrower"): KEVIN R. KELLER AND CYNTHIA A. KELLER

## LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 6th day of July, 2022, by and between the undersigned borrower (the "Borrower") and SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association, (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. 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.

2. Interest Accrual Change.

Depending on the terms of your original note, interest may have accrued on a daily basis. According to the terms of your loan modification, interest will now accrue on an amortizing basis.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this LOAN MODIFICATION AGREEMENT RIDER.

 (Seal)  
\_\_\_\_\_  
KEVIN R. KELLER -Borrower

 (Seal)  
\_\_\_\_\_  
CYNTHIA A. KELLER -Borrower

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

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



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Loan No. **2005000079**

Borrower(s): **KEVIN R. KELLER AND CYNTHIA A. KELLER**

## **BALLOON PAYMENT / DEFERRED BALANCE RIDER**

(For Fixed Interest Rate Modifications with Balloon Payment and/or Deferred Balance)

THIS BALLOON PAYMENT RIDER is made this **6TH** day of **JULY, 2022**, (this "Rider") by and between the undersigned borrower (the "Borrower") and **SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association** (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain **LOAN MODIFICATION 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 the following balloon payment(s).
2. The Agreement includes a non-interest bearing deferred principal balance balloon payment of **\$191,428.84** that will be due at the Maturity of the loan (the "Non-Interest Balloon Amount"). The Non-Interest Balloon Amount shall be due and payable prior to the Maturity Date in the event of one of the following occurrences: (i) the date the Borrower sells or transfers his/her interest in the Property, or (ii) the date the mortgage loan is paid in full. The Non-Interest Balloon Amount shall be included in the payoff amount and will include the unpaid principal balance.
3. The total amount of all balloon payments and/or Non-Interest Deferred Amounts, pursuant to the terms of the Agreement shall be **\$191,428.84** (the "Final Payment Amount").
4. The above Final Payment amount is due on Maturity and amount is based on all other monthly payments being paid as scheduled. However, if Borrower is still obligated under the terms of the





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Agreement at Maturity, any unpaid balance including interest on the loan shall be paid to the Lender at that time.

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

Kevin R Keller (Seal) 7-19-2022  
Borrower Name: KEVIN R. KELLER Date

Cynthia A Keller (Seal) 7-19-2022  
Borrower Name: CYNTHIA A. KELLER Date

\_\_\_\_ (Seal) \_\_\_\_\_  
Borrower Name: Date

\_\_\_\_ (Seal) \_\_\_\_\_  
Borrower Name: Date

Property of Cook County Clerk's Office

