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BALLOON LOAN MODIFICATION
(PURSUANT TO THE TERMS OF THE BALLOON
NOTE ADDENDUM AND BALLOON RIDER)

**THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS:
ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE
SECURITY INSTRUMENT IS RECORDED**

6491002

This Balloon Loan-Modification ("Modification"), made this 28 day of NOVEMBER, 2000 between Vera Capp ("Borrower") and Commercial Federal Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 11/26/93, securing the original principal sum of U.S. \$67,000.00, and recorded as DOC.#93991654, of the Official Records of Cook County; and (2) the Balloon Note bearing the same date as, and secured by, the Security Instrument (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at 7744 Taylor Street, the real property described being set forth as follows:
THE WEST 38 FEET OF THE EAST 146 FEET OF THE NORTH 12 FEET OF LOT 25 AND THE WEST 38 FEET OF THE EAST 146 FEET OF LOTS 26 TO 30 INCLUSIVE IN DUNLOPS SUBDIVISION OF BLOCK 27 OF DUNLOPS ADDITION TO OAK PARK, A SUBDIVISION IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 15-13-311-019

To evidence the election by the Borrower of the Conditional Right to Refinance as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of 12/01/2000 the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$49,087.87.
3. The borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at yearly rate of 8.25 %, beginning 12/1/00. The Borrower promises to make monthly payments principal and interest of U.S. \$397.46, beginning on the 1st day of January, 2001, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on 12/01/2023 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at 2120 S. 72ND ST., OMAHA NE 68124 or at such other place as the Lender may require.

4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever cancelled, null and void, as of the maturity date of the Note.

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5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

[To be signed by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note.]

Vera Capp
Vera Capp Borrower

STATE OF ILLINOIS)
COUNTY OF ^{Kane} COOK) SS.

On November 28, 2000, before me, a notary in the State and County stated above, appeared Vera Capp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Notary Public Marilyn Ellefsen
My Commission Expires: 01-22-2005

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

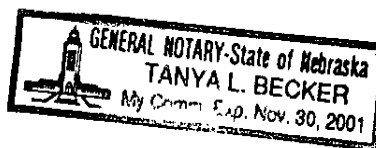
Jay Rich
Representative of Commercial Federal Mortgage Corporation

On _____, before me, a notary in the State and County stated above, appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Public Dana L Becker
My Commission Expires: 11-30-01



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