

UNOFFICIAL COPY

0810245602

11/27/0008 51 001 Page 1 of 5

2001-03-28 09:46:24

Cook County Recorder 29.50



0010245602

When Recorded Return To:

First American Title Insurance Co.

3 First American Way

Santa Ana, CA 92701

Attn: Loan Modification Dept.

Loan Number 1070384456

449elle
BALLOON LOAN MODIFICATION

(Pursuant To the Terms of the Balloon Note Addendum and Balloon Rider)

TWO ORIGINAL BALLOON LOAN MODIFICATIONS

MUST BE EXECUTED BY THE BORROWER:

ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LANDS RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Balloon Loan Modification ("Modification"), entered into effective as of the 1st day of February, 2001, between **Braderick D. Harper and Patricia P. Harper** ("Borrower") and BA Mortgage, LLC (a wholly owned subsidiary of Bank of America, N. A.) successor in interest by merger of NationsBanc Mortgage Corporation, NationsBanc Mortgage Corporation successor by merger to NationsBanc Mortgage Corporation of New York formerly known as KeyCorp Mortgage Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **January 24, 1994**, securing the original principal sum of the U.S. **\$152,000.00**, and recorded as Instrument Number **94-159567**, Recorded in Official Records of Cook County, Illinois; 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 **1921 Noyes Street, Evanston, Illinois 60201**, the real Property described being set forth as follows:

MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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 the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of **February 1, 2001**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$138,509.03**.

*3-4
P-5
5-
M-7
g.H.C.*

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EXHIBIT "A"

LOT 16 IN BLOCK 1 IN ROBERT COMMON'S SUBDIVISION OF THE NORTH 21 ACRES
OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 12, TOWNSHIP 41
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

TAX ID: 1012314015

Property of Cook County Clerk's Office

Loan Number 1070384456

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 8.375% , beginning February 1, 2001. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,132.83, beginning on March 1, 2001, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on February 1, 2024 (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.

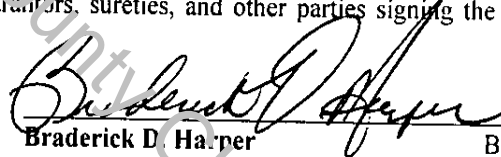
The Borrower will make such payments at Bank of America Mortgage; 475 CrossPoint Parkway; P.O. Box 9000; Getzville, NY 14068 or at such other place as the Lender may require.

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 canceled, null and void, as of the maturity date of the Note.

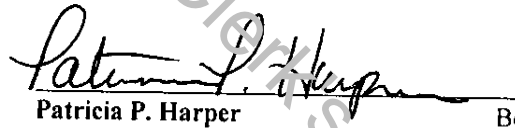
5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the 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 and dated by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument.}

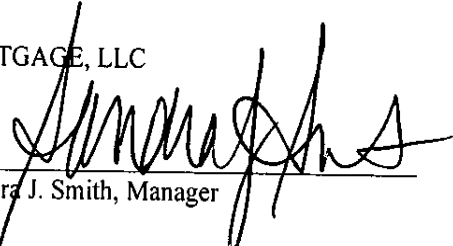
01-20-01
Date

 (Seal)
Braderick D. Harper
Borrower

01-20-01
Date

 (Seal)
Patricia P. Harper
Borrower

BA MORTGAGE, LLC


BY: Sandra J. Smith, Manager

Loan Number 1070384456

BORROWER'S ACKNOWLEDGEMENT

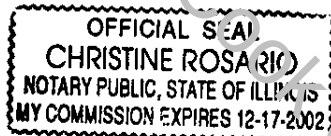
State of: Ill

County of: Cook

On: 1/20/01 before me, CHRISTINE ROSARIO
Name and Title of Officer (e.g. "Jane Doe, Notary Public)

personally appeared B. Braderick D. Harper and Patricia P. Harper 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 be within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.

WITNESS my hand and official seal.



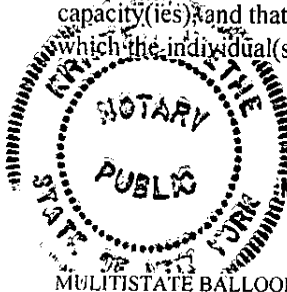
Christine Rosario
Signature of Notary Public

12-17-02
My Commission Expires

LENDER'S CORPORATE ACKNOWLEDGEMENT

State of New York }
 } SS.:
County of Erie }

On the 29 day of January in the year 2001, before me, the undersigned, a notary public in and for said State, personally appeared Sandra J. Smith, Manager, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

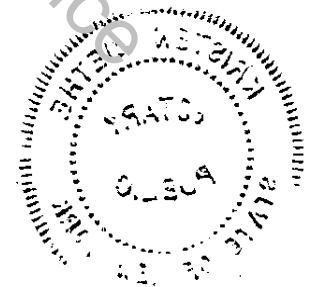


KRISTEN NIEHE
Notary Public, State of New York
Qualified in Niagara County
Reg. No. 01N15080387
My Commission Expires 6/16/01

Kristen Niehe
Notary Public

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Certificate of Preparation

I hereby certify that the within instrument was prepared by one of the parties in the within instrument.

Kristen Hathaway
Signature

Balloon Processor
Job Title

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