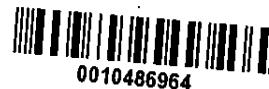


UNOFFICIAL COPY

0010486964

When Recorded Mail To:  
HomeSide Lending, Inc.  
Attn: Special Loans Department  
7255 Baymeadows Way  
Jacksonville, FL 32256

7/27/01 12:37:00 Page 1 of 4  
2001-06-06 13:39:15  
Cook County Recorder 27.50



FHLMC Number: 693512369  
Loan Number: 10677052  
S/S 169402  
MIN: 100010980000148758

Recording Requested by &  
When Recorded Return To:

US Recordings, Inc.  
2925 Country Drive Ste 201  
St. Paul, MN 55117

(Space Above This Line for Recording Data)

Original

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

This Balloon Loan Modification ("Modification"), made this April 18, 2001, between JAMES F FILIPEK ("Borrower") DIVORCED, NOT REMARRIED and HomeSide Lending, Inc. ("Lender") and Mortgage Electronic Registration Systems, Inc. ("MERS") as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns and solely for the purpose of signifying Lender's assent to the modification of the Security Instrument), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated APRIL 29, 1994, securing the original principal sum of U.S. \$118,000.00, and recorded as MAY 02, 1994 #94-393092 in the Official Record 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 9970 CONSTITUTION DR, ORLAND PARK, IL 60462 the real property described being set forth as follows:

SEE ATTACHED HERETO AND MADE A PART HEREOF  
TAX ID# 27-16-402-003 VOLUME NO. 146

To evidence the election by the Borrower of the (Conditional Right to Refinance) (Conditional Modification and Extension of Loan Terms) 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, and MERS (solely as nominee for Lender and Lender's successors and assigns and solely for the purpose of signifying Lender's assent to the modification of the Security Instrument) 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 the 1st day of MAY 2001, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$107,792.27.
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 a yearly rate of 7.75%, beginning the 1st day of MAY 2001. The Borrower promises to make monthly principal and interest payments of U.S. \$837.92 beginning on the 1st day of JUNE 2001 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on MAY 01, 2024 (the "Modified

Visit our website at www.homeside.com

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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 Homeside Lending, Inc. or at such other place as the Lender may require.

- 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.
- 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.)

James F. Filipek  
Witness 1

JAMES F. FILIPEK  
Print Name

\_\_\_\_\_  
Witness 2  
\_\_\_\_\_  
Print Name

James F. Filipek (Seal)  
Borrower

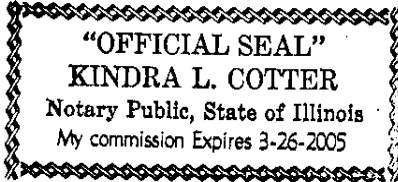
JAMES F. FILIPEK  
SS# 333-46-6878

\_\_\_\_\_  
SS# 0

STATE OF ILLINOIS }  
COUNTY OF KANKAKEE }

On April 30, 2001 before me, a Notary Public in and for said State, the undersigned personally appeared JAMES F. FILIPEK personally known to me (or provided 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 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  
Signature Kindra L. Cotter  
Name Kindra L. Cotter  
(Type or Print)



Visit our website at [www.homeside.com](http://www.homeside.com)

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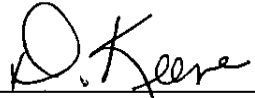
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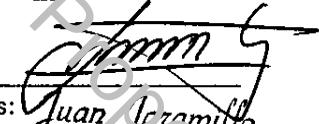
# UNOFFICIAL COPY

FHLMC Number: 693512369  
Loan Number: 10677052  
S/S 169402  
MIN: 100010980000148758

HomeSide Lending, Inc.  
7255 Baymeadows Way  
Jacksonville, FL 32256

  
Witness: Eric Holt

  
D. Keene (Vice President)

  
Witness: Juan Izamitto

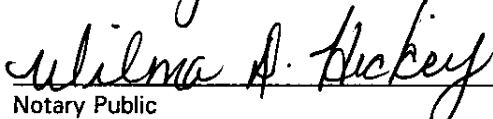
  
Robyn Watson (Assistant Secretary)

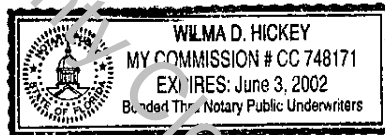
STATE OF FLORIDA }  
COUNTY OF DUVAL }

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appear J.D. Keene and Robyn Watson to me known as Vice President and Assistant Secretary, respectively of HomeSide Lending, Inc. and severally acknowledged before me that they executed the same as such officers in the same and on behalf of said corporation.

Witness my hand and official seal in the County and state last aforesaid the 3<sup>rd</sup> day of

May, 2001.

  
Notary Public



My Commission expires: 6/3/02

Prepared by: C JONES, HomeSide Lending, Inc.  
7255 Baymeadows Way, Jacksonville, FL 32256

(Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction)

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LEGAL ADDENDUM "A"  
FILIPEK  
3510212

PARCEL 1:

THE EAST 26.33 FEET OF THE WEST 75.96 FEET OF THE SOUTH 80.00 FEET OF THAT PART OF LOT 14 LYING NORTH OF A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID LOT 14 THROUGH A POINT 89.24 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 14 IN CENTENNIAL VILLAGE UNIT 2, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CENTENNIAL VILLAGE UNIT 1 A PLANNED UNIT DEVELOPMENT RECORDED APRIL 5, 1993 AS DOCUMENT 93247499 AND FIRST SUPPLEMENTARY DECLARATION RECORDED SEPTEMBER 13, 1993 AS DOCUMENT 93730415 AND AS CREATED BY DEED FROM MARQUETTE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 28, 1988 KNOWN AS TRUST NUMBER 11918 TO \_\_\_\_\_ RECORDED \_\_\_\_\_ AS DOCUMENT \_\_\_\_\_ FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS



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BLLN LN MODIFICA  
REF# 20075924  
US Recordings

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