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9/31/02 12:98 001 Page 1 of 5

2001-12-04 15:13:13

Cook County Recorder 29.50



0011140939

When Recorded Return To:

First American Title Insurance Co.

3 First American Way

Santa Ana, CA 92701 753200

Attn: Loan Modification Dept.

Loan Number 2003213291B

FHLMC Number 733734375

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 October, 2001, between Kathy L. Poole f/k/a Kathy L. Budnik ("Borrower") and BA Mortgage, LLC (a wholly owned subsidiary of Bank of America, N. A.) successor in interest by merger of NationsBank Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated September 9, 1994, securing the original principal sum of the U.S. \$67,000.00, and recorded as Instrument Number 94795115, 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 15737 Centennial Drive, Orland Park, Illinois 60462, 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 October 1, 2001, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$59,900.12.

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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 7.375%, beginning **October 1, 2001**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$451.33**, beginning on **November 1, 2001**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **October 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.}

Sept 11, 01
Date

Kathy L. Poole ^{AKA} Kathy L. Budnik (Seal)
Kathy L. Poole i/w/a Kathy L. Budnik Borrower

BA MORTGAGE, LLC

[Signature]
BY: Sandra J. Smith, Manager

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Property of Cook County Clerk's Office

Loan Number 2003213291B
FHLMC Number 733734375

BORROWER'S ACKNOWLEDGEMENT

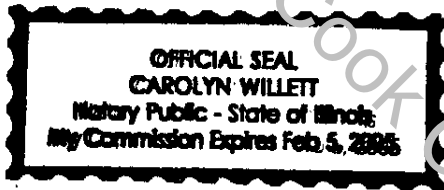
State of: ILLINOIS

County of: COOK

On: 9-11-01 before me, CAROLYN WILLETT, NOTARY PUBLIC
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public)

personally appeared Kathy L. Poole f/k/a Kathy L. Budnik, 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.

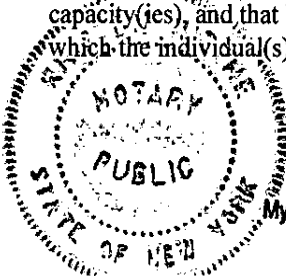


Carolyn Willett
Signature of Notary Public
2/5/2005
My Commission Expires

LENDER'S CORPORATE ACKNOWLEDGEMENT

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

On the 19 day of September 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.

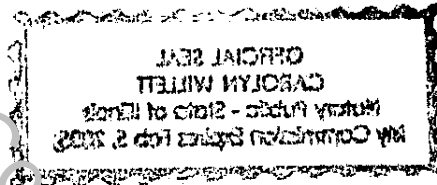


KRISTEN NIETHE
Notary Public, State of New York
Qualified in Niagara County
Reg. No. 01N15080867
My Commission Expires 6/16/03

Kristen Niethe
Notary Public

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PARCEL 1:

THAT PART OF LOT 23 IN CENTENNIAL VILLAGE UNIT 4, 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 AND PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF AFORESAID LOT 23; THENCE N. 24°-11'-15" W., ALONG THE EASTERLY LINE OF SAID LOT 23; 31.34 FT. THENCE S. 65°-55'-20" W., 170.27 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING S. 65°-55'-20" W., 23.50 FT. TO THE SOUTH LINE SAID LOT 23; THENCE S. 89°-59'-33" W., ALONG THE SOUTH LINE OF SAID LOT 23; 11.68 FT.; THENCE N. 24°-04'-40" W., 72.81 FT. THENCE N. 65°-55'-20" E., 34.17 FT. THENCE S. 24°-04'-40" E., 77.57 FT. TO THE POINT OF BEGINNING.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF CENTENNIAL VILLAGE UNIT II TOWNHOME ASSOCIATION RECORDED JULY 14, 1994, AS DOCUMENT 94615797, AND AS CREATED BY DEED FROM MARQUETTE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 28, 1988 KNOWN AS TRUST NUMBER 11918 TO STANDARD BANK & TRUST UNDER TRUST AGREEMENT DATED 1/21/94 KNOWN AS TRUST #14204, RECORDED September 12, 1994 AS DOCUMENT NO 94785114 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS. SUBJECT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF CENTENNIAL VILLAGE UNIT II TOWNHOME ASSOCIATION, MADE BY GRANTOR RECORDED JULY 14, 1994 AS DOCUMENT 94615797, WHICH IS INCORPORATED HEREIN BY REFERENCE THERETO. GRANTOR GRANTS TO THE GRANTEE, THEIR HEIRS AND ASSIGNS, AS EASEMENTS APPURTENANT TO THE PREMISES HEREBY CONVEYED THE EASEMENTS CREATED BY SAID DECLARATION FOR THE BENEFIT OF THE OWNERS OF THE PARCELS OF REALTY HEREBIN DESCRIBED. GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, AS EASEMENTS APPURTENANT TO THE REMAINING PARCELS DESCRIBED IN SAID DECLARATION, THE EASEMENTS THEREBY CREATED FOR THE BENEFIT OF SAID REMAINING PARCELS DESCRIBED IN SAID DECLARATION AND THIS CONVEYANCE IS SUBJECT TO THE SAID EASEMENTS AND THE RIGHT OF THE GRANTOR TO GRANT SAID EASEMENTS IN THE CONVEYANCES AND MORTGAGES OF SAID REMAINING PARCELS OR ANY OF THEM, AND THE PARTIES HERETO, FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, COVENANT TO BE BOUND BY THE COVENANTS AND AGREEMENTS IN SAID DOCUMENT SET FORTH AS COVENANTS RUNNING WITH THE LAND.

Tax Id Number 27-16-402-003

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02/04/11

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STATEMENT OF PREPARATION

Title Order Number: _____
Servicer Loan Number: _____

This LOAN MODIFICATION AGREEMENT document was prepared by:

Bank of America Mortgage
Company Name

475 CrossPoint Parkway
Company Address

Getzville, N.Y. 14068
City, State, Zip

Joan M Porter
Signature of Preparer

Joan M. Porter
Printed Name of Preparer

September 2001
Date

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