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Cook County Recorder

28.00



When Recorded Return To: First American Title Company 3355 Michelson Dr., Suite 250 Irvine, CA 92612 Attn: Special Default Services Division

PREPARED BY AND COURSE FOR

Firm Solutions, LLC 9119 Corporate Lake Drive Suite 300

Tampa, Florida 33634

ATTN: MICHELLE ESTRADA

Loan Number: 3226727 File Number: M02009359 1124791 BMPC

**BALLOON I CAN MODIFICATION** 

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

This Balloon Loan Modification ("Modification"), entered into effective as of September 1, 2002, between GILBERTO TORRES, and BARBARA TORRES, HUSBAND AND WIFE ("Borrower"), and Wells Fargo Home Mortgage, Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated August 18, 1995, securing the original relacipal sum of U.S. One hundred and Nine thousand, Six hundred and 00/100 Dollars (\$109,600.00), and recorded in Doc ment No. 95-622965, of the Official Records of Cook County, IL, 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: 2323 N MONITOP AV. CHICAGO, IL 60639 the real property and is described as follows:

LOT 20 AND THE NORTH 1/2 OF LOT 21 IN BLOCK 1 IN HANSON'S SUBLIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF GRAND AVENUE, IN COOK COUNTY, ILLINOIS.

TAX ID NO.: 13322030200000

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.
- As of September 1, 2002, the amount payable under the Note and Security Instrument (the "Unpaid 2. Principal Balance") is U.S. \$100,462.98.
- 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 6.75%, beginning September 1, 2002. The Borrower promises to make monthly payments of principal and interest of U.S. \$717.72, beginning on October 1, 2002, and continuing thereafter on the same day of each succeeding month until principal and interest

£ 28.00

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are paid in full. If on September 1, 2025, (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 Wells Fargo Home Mortgage, Inc., 1 Home Campus, Des Moines, Iowa 50328-0001 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 and dar'd by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument.'

8/21/02 Date)	GILBERTO, ORRES (Seal)	-Borrower
8/21/02 (Date)	BARBARA TORRES (Seal)	-Borrower

Lender does not, by its execution hereof, waive any right it had have against any person not a party hereto. The Clarks Office

Wells Fargo Home Mortgage, Inc. Lender Name:

By: Brian K. Reed) Assistant Vice President

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

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## BORROWER ACKNOWLEDGMENT

21021513

State of

Illinois

County of

Cook

The foregoing instrument was acknowledged before me this 2 day of 2002, by GILBERTO TORRES and BARBARA TORRES who are 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.

(Seal)

OFFICIAL SEAL CARMEN P DIAZ

NOTARY PUBLIC, OF ATE OF ILLINON MY COMMISSION EXPLAYSORE

Notary Public, State of Illinois

My Commission Expires:

LENDL'R ACKNOWLEDGMENT

State of North Carolina §

County of Mecklenburg §

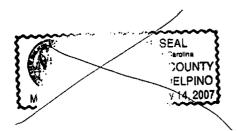
The foregoing instrument was acknowledged before me rhis 26th day of Ayaust, 2002, by Brian K. Reed, Assistant Vice President of Wells Fargo Home Mortgage, Inc., who is personally known to me.

(Seal)



Notary Public, State of North Carolina

My Commission Expires: 244-07





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