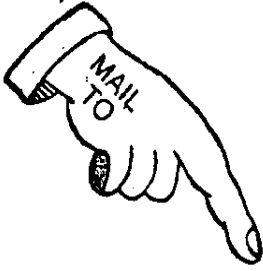


UNOFFICIAL COPY 00266736

2753/0103 49 001 Page 1 of 5  
2000-04-17 15:37:40  
Cook County Recorder 29.50



Return to: FIRST AMERICAN TITLE  
3 First American Way  
Santa Ana, CA 92707  
Attn: Loan Modification Dept.

FHLMC#580687171  
LOAN #2000221115

240265

## 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 1<sup>st</sup> day of March, 2000, between Victor H. Arriola and Carmen Arriola ("Borrower") and BA Mortgage, LLC (a wholly owned subsidiary of Bank of America, N.A.) successor in interest by merger of NationsBanc Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated February 26, 1993, securing the original principal sum of the U.S. \$120,000.00, and recorded as Instrument Number 93158252, 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 3411 North Neva Avenue, Chicago, Illinois 60634, 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 March 1, 2000, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$109,435.29.

Srv  
P-5  
N-  
M-  
434

# UNOFFICIAL COPY

## EXHIBIT A

LOT 24 IN BLOCK 6 IN H. O. STONE AND COMPANY'S BELMONT AVENUE TERRACE, A SUBDIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

13-19-310-016

Property of Cook County Clerk's Office

00066736

# UNOFFICIAL COPY

FHLMC#580687171  
LOAN #2000221115

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 9.000% , beginning **March 1, 2000**. The Borrower promises to make monthly payments of principal and interest of U.S. \$940.34, beginning on the 1<sup>st</sup> day of **April 1, 2000**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **March 1, 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 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.}

2-2-00  
Date

Victor H. Arriola (Seal)  
Victor H. Arriola Borrower

2-2-00  
Date

Carmen Arriola (Seal)  
Carmen Arriola Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
Borrower

BA MORTGAGE, LLC

[Signature]  
BY:

00266736

00266736

# UNOFFICIAL COPY

FHLMC Loan Number 580687171  
Loan Number: 2000221115

## BORROWER'S ACKNOWLEDGEMENT

State of: ILLINOIS

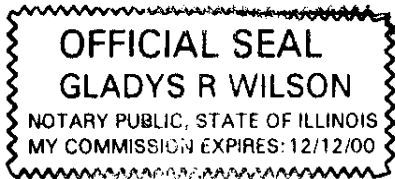
County of: COOK

On: 2.02.00 before me, Gladys R. Wilson, Notary Public  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public)

personally appeared Victor Annido & Carmen Annido  
Name(s) of Signer(s)

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.



Gladys R. Wilson  
Signature of Notary Public

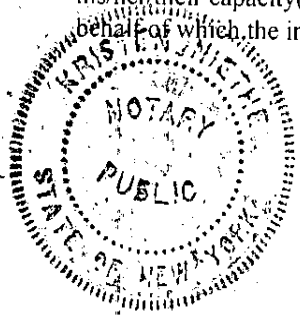
## LENDER'S CORPORATE ACKNOWLEDGMENT

State of New York }

} SS.:

County of Erie }

On the 8 day of February in the year 2000, before me, the undersigned, a notary public in and for said State, personally appeared SANDRA J. SMITH, Assistant Vice President, 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 Niethé  
Notary Public, State of New York  
Qualified in Niagara County  
Reg. No. 01NI5080387  
My Commission Expires 6/16/01

Kristen Niethé  
Notary Public

00266736

# UNOFFICIAL COPY

## GOVERNMENT CODE 27361.7

I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE FOLLOWING PARAGRAPHS TO WHICH THIS STATEMENT IS ATTACHED READ AS FOLLOWS:

DATED: \_\_\_\_\_

COUNTY OF \_\_\_\_\_, STATE OF CALIFORNIA

FIRST AMERICAN TITLE

\_\_\_\_\_, GINA PANTOJA

## GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READ AS FOLLOWS:

NAME OF NOTARY: Giladys R. Wilson

DATE OF COMMISSION EXPIRES: 12/12/00

COUNTY WHERE BOND IS FILED: \_\_\_\_\_

COMMISSION NUMBER: \_\_\_\_\_

MANUFACTURER/VENDOR NUMBER: \_\_\_\_\_

PLACE OF EXECUTION: SANTA ANA, CA DATE: 3/7/00

SIGNATURE: Gina Pantoja /GINA PANTOJA

00266736