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Doc#: 0327322026

Eugene "Gene" Moore Fee: \$50.50

Cook County Recorder of Deeds

Date: 09/30/2003 10:24 AM Pg: 1 of 3

IS333354 Recordings Requested by & When Recorded Return To: US Recordings, Inc. 2925 Country Drive Ste 201 St. Paul, MN 55117

BALLOON LOAN MODIFICATION

Pursuant to the Terms of the Balloon Note Addendum and Balloon

Rider)

FREDDIE LOAN #620428599 FLAGSTAR LOAN #980022700

(1) This Balloon Loan Modification ("Modification"), entered into effective as of the 1st day of APRIL, 2003, between MICHELE A.

MIZE & EDVARD M. MIZE ("Borrower") and Flagstar Bank, FSB, formerly known as First Security Savings Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated MARCH 26,1998, securing the original principal sum of U.S. \$158,000.00, and recorded in Liber/Book/Document/Volume/Reel/Serial #98394471, Page #00, COOK County Records of the STATE OF ILLINOIS, and

(2) the Balloon Note ocaring 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: 1401 49TH COURT NORTH, WESTLEN SPRINGS, ILLINOIS 60558, the real property being described being set forth at follows:

PARCEL 1: UNIT NO. 1401 IN COMMONWEATH CONDOMINIUM, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS DEFINED AND DELINEATED IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 93877638, AS AMENDED FROM TIME TO TIME, IN THE EAST 5 OF THE NORTHWEST 5 AND THE WEST 5 OF THE NORTHEAST 5 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR THE INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN DOCUMENT NUMBER 92980475.

TAX I.D. NUMBER 18-07-109-030-1001 Commonly known as: 1401 49TH COURT NORTH

To evidence the election by the Borrower of the Conditional Right to Refinance, conditional Modification, and Fxtension 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 agree as follows (notwithstanding anything to contrary contained in the Note or Security Instrument):

- 1. The Borrower is the owner and occupant of the Property.
- 2. As of APRIL 1, 2003, the amount payable under the Note and Security Instrument (the Unpaid Principal Balance) is U.S. \$111,162.97.
- 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 6.00% beginning APRIL 1, 2003. The Borrower promises to make monthly payments principal and interest of U.S.\$716.22 beginning on the 1st day of MAY, 2003, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on APRIL 1, 2028 (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.

MULTI STATE BALLOON LOAN MODIFICATION-Single Family-Freddie Mac UNIFORM INSTRUMENT Form 3293 (10/90)

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The Borrower will make such payments at Flagstar Bank 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 by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note.)

(Seal)
MICHELE A. MIZE

Borrower

EDWARD M. MIZE

(Seal)
Borrower

WITNESS_

Print Kathan

WITNESS_ Print

STATE OF 11 1 1001

COUNTY OF

On this 2 day of 2003, before 1.2, the undersigned, a Notary Public in and for said State, personally appeared MICHELE A. MIZE and EDWARD M. MIZE 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 the vithin instrument and acknowledge to me that he/she/they execured the same in his/her/their authorized capacity(ies), and that his/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.

EDITION LONG HER LORDS HITE TO DESIGN FULLY FUSIO, Este of Illinois (

My Commission Expires:

Larraine J. Horran Signature of Notary

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WITNESS GEORGE PFEIFFER

WITNESS Caroline Wright

Flagstar Bank, FSB

By_

Debra Armstrong Its Vice President

STATE OF MICHIGAN

COUNTY OF OAKLAND

On this _____ day of ______ A.D. 2003 before me, the subscriber, a Notary Public for Oakland County, acting in and for said county, personally known, who being by me duly sworn, did say Debra Armstrong is the Vice President of Flagstar Bank, FSB formerly known as First Security Savings Bank, FSB and that said instrument was signed on behalf of said corporation, by acknowledge said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

My Commission Expires on:

Signature of Notary

DRAFTED BY: NANCY J. MEADE

AFTER RECORDING RETURN TO:

ATTN: NANCY MCADE (S-165-3)
FLAGSTAR-JANK
5151 CORPARE DRIVE
TROY, MI 40098

U15333254-010P03 LOAN MODIF AGREE REF# 1014714 US Recordings