

UNOFFICIAL COPY



Doc#: 0328049150
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 10/07/2003 01:55 PM Pg: 1 of 7

THIS SPACE FOR RECORDERS USE ONLY

BALLOON LOAN MODIFICATION

RECORDING REQUESTED BY
FIRST AMERICAN TITLE CO.

WHEN RECORDED MAIL TO:

FIRST AMERICAN TITLE CO.
3355 MICHELSON WAY SUITE 250
IRVINE, CA 92612
Attention: JOANNE BUI

ORDER NUMBER: 1563607

STATE ILLINOIS
COUNTY COOK



LENDERS ADVANTAGE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(ADDITIONAL RECORDING FEE APPLIES)

1

UNOFFICIAL COPY

PN: 09103000101047

818746262

~~818746262~~

450 American Street

Simi Valley, CA 93065

Mail Stop SV3-83

Prepared: July 21, 2003

1563607

When Recorded Mail to:
 First American Title
 3355 Michelson Dr., Ste. 250
 Irvine, CA 92612
 Attn: Loan Mod Dept.

(Space Above This Line for Recording Data)

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 LAND RECORDS WHERE THE
 SECURITY INSTRUMENT IS RECORDED**

This Balloon Loan Modification ("Modification"), entered into effective as of September 1, 2003, between PAUL KLYACHMAN (AN UNMARRIED MAN) "Borrower(s)/Grantee(s)" and Countrywide Home Loans, Inc., "Lender/Grantor", Lender's address is 4500 Park Granada, Calabasas California 91302, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated August 23, 1996, securing the original principal sum of U.S. \$72,000.00, and recorded as DOCUMENT 96733423 on SEPTEMBER 25, 1996, of the Official Records, in the County of COOK, State of 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 9345 HAMILTON COURT #E, DES PLAINES, ILLINOIS 60016, the real property described being set forth as follows:

SEE ATTACHED LEGAL DESCRIPTION

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 of the Property.
2. As of September 1, 2003, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$66,667.66.
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 the yearly rate of 6.0000%, beginning September 1, 2003. The Borrower promises to make monthly payments of principal and interest of U.S. \$445.90, beginning on October 1, 2003, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on September 1, 2026 (the "Modified Maturity Date"), the Borrower still owes amounts

0002842640SV3-83

Prior Instrument Reference: DOCUMENT 96733423.

UNOFFICIAL COPY

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 Post Office Box 660694, Plano, TX 75024, 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.



PAUL KLYACHMAN

Date July 29, 2003

Date _____

Date _____

Date _____

Date _____

UNOFFICIAL COPY

_____[Space Below This Line For Acknowledgment in Accordance with Laws of Jurisdiction]_____

STATE OF IL

COUNTY OF Cook

On this 22nd day of July, 2003, before me appeared

Paul Klyachman

(Print Borrowers' Name(s) as typed above.)

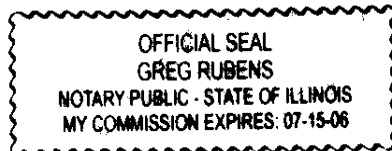
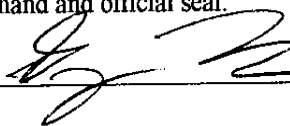
personally known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires:

7/15/2006

Notary Public



PROPERTY OF Cook County Clerk's Office

UNOFFICIAL COPY

Countrywide Home Loans, Inc.

Tania Frey
Tania Frey, 1st Vice President

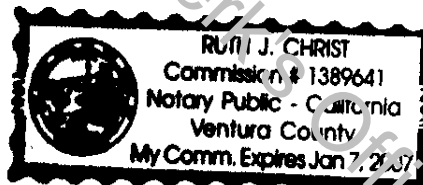
STATE OF CALIFORNIA
COUNTY OF VENTURA

On this 31st day of July, 2003, before me appeared Tania Frey, 1st Vice President of Countrywide Home Loans, Inc., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

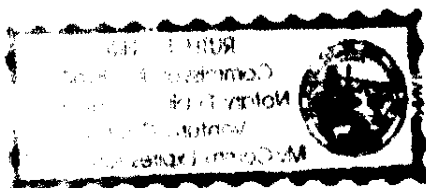
My commission expires: 1.7.07

Ruth J. Christ
Notary Public



UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

Certificate of Preparation

I hereby certify that the within instrument was prepared by me in Representation of one of the parties in the within instrument.

This instrument was prepared by:

Carolina Estrada
Balloon Technician
Countrywide Home Loans
450 American Street
Simi Valley, CA 93065



Signature of preparer
Balloon Technician

03/21/03
Date

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Legal Description

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: UNIT NUMBER 9345-E, IN HAMILTON COURT CONDOMINIUM, AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THAT PART OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF FRACTIONAL SECTION 10, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS AND EAST OF THE EAST LINE OF TIMBERLANE ACRES SUBDIVISION, AS PER PLAT THEREOF, RECORDED MAY 3, 1956 AS DOCUMENT 16569156, IN BOOK 468 OF PLATS, ON PAGE 41, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT 25183472, IN COOK COUNTY, ILLINOIS, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE GRANT OF EASEMENTS RECORDED AS DOCUMENT 24693547 AND AS SET FORTH IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25183472, OVER AND ACROSS A STRIP OF LAND, AS MORE FULLY SET FORTH IN EXHIBIT "H" ATTACHED TO THE AFORESAID, DECLARATION OF CONDOMINIUM, IN COOK COUNTY, ILLINOIS.

Tax Index Number: 09-10-300-010-1047

Cook County Clerk's Office