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Doc#: 0330441035
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 10/31/2003 10:10 AM Pg: 1 of 5

Property of Cook County Clerk's Office

BALLOON LOAN MODIFICATION

S-Y
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M.T.

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Prepared by ~~and Return to:~~
Fifth Third Mortgage Company
5050 Kingsley Drive
Madisonville Operations Center
MD 1MOC2N
Cincinnati, OH 45263

Investor Loan Number: 746305060
Servicer Loan Number: 202035176

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**

de ceased
This Balloon Loan Modification ("Modification"), entered into effective as of October 1, 2003, between Cheryl Bergeson, single never married, and Ray Bergeson and Winnie Bergeson, husband and wife ("Borrower") and First Midwest Mortgage Corporation as assigned to Old Kent Mortgage Company NKA Fifth Third Mortgage Company ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated September 30, 1996, securing the original principal sum of U.S. \$ 68,000.00, and recorded in Instrument #96803377, at page (s) , of the 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 777 N Michigan, Chicago Unit 1209, IL 60611, the real property described being set forth as follows:

PIN#: 17-10-200-065-1070 See attached "Exhibit A"

To evidence the election by the Borrower of the [Conditional Right to Refinance] [Conditional Modification and Extension 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 the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of November 1, 2003, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 62,490.50.
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 6.625%, beginning October 1, 2003. The Borrower promises to make monthly payments of principal and interest of U.S. \$441.63, beginning on

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November 1, 2003, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If, on October 1, 2026 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

- 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 cancelled, 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.

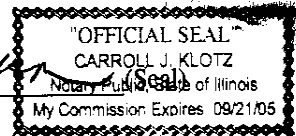
[To be signed and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument.]

Dated August 20, 2003

HEIDI E. Klotz
Witness
Printed Name: Heidi Klotz

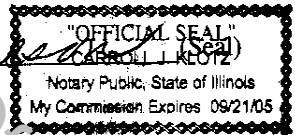
Paul W Palmen
Witness
Printed Name: Paul W Palmen

Cheryl Bergeson
Cheryl Bergeson - Borrower



(DECEASED)
Ray Bergeson - Borrower (Seal)

Winnie Bergeson
Winnie Bergeson - Borrower



DO NOT WRITE BELOW THIS LINE. FOR FIFTH THIRD USE ONLY.

Matthew R Schaefer
Witness
Printed Name: Matthew R Schaefer

Felicia Washington
Witness
Printed Name: Felicia Washington

FIFTH THIRD MORTGAGE COMPANY
Phillip C Bodle (Seal)
Phillip C Bodle - Assistant Cashier

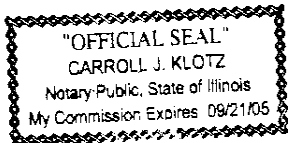
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois, COUNTY OF Will SS: 357-44-7037

Before me a Notary Public in and for said County and State personally appeared Cheryl R. Bergeson & Minnie Bergeson the individual(s) who executed the foregoing instrument and acknowledged that they did examine and read the same and did sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 17th day of September 20 03



Carroll J. Klotz
Notary Public
My Commission Expires 9/21/05

DO NOT WRITE BELOW THIS LINE. FOR FIFTH THIRD USE ONLY.

CORPORATE ACKNOWLEDGEMENT

STATE OF OHIO, COUNTY HAMILTON SS:

Before me, a Notary Public in and for said County and State personally appeared Fifth Third Mortgage Company by Phillip C Bodle, its ASSISTANT CASHIER, the individual who executed the foregoing instrument and acknowledged that she/he did read the same and did sign the foregoing instrument and that the same is her/his free act and deed and the free act and deed of Fifth Third Mortgage Company.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 23rd day of September, 2003.



DONNA R. BORGMANN
Notary Public, State of Ohio
My Commission Expires 04-21-08

Donna R. Borgmann
Notary Public
My Commission Expires 4/21/08

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EXHIBIT A - LONG LEGAL DESCRIPTION

THE PROPERTY AFOREMENTIONED IS HEREBY DEFINED AS FOLLOWS:

UNIT NUMBER 1209, AS DELINEATED ON SURVEY OF LOTS 1 TO 8, BOTH INCLUSIVE IN WINSTON'S PINE STREET SUBDIVISION OF PART OF BLOCK 54 IN KINZIE'S ADDITION TO CHICAGO, ACCORDING TO THE MAP OF SAID SUBDIVISION RECORDED MARCH 18, 1890 IN BOOK 42 OF PLATS, PAGE 4, AS DOCUMENT NUMBER 1236447, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND ALSO: THE NORTH 8 FEET OF THAT PART OF LOT "A" IN LILL'S CHICAGO BREWERY CO'S SUBDIVISION OF BLOCK 54 IN KINZIE'S ADDITION TO CHICAGO AFORESAID, WHICH LIES SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 8 AND WEST OF THE EAST LINE EXTENDED SOUTH OF SAID LOTS 1 TO 8, BOTH INCLUSIVE, IN WINSTON'S PINE STREET SUBDIVISION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMALGAMATED TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 15, 1977 KNOWN AS TRUST NUMBER 777, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 24159127, TOGETHER WITH AN UNDIVIDED 0.322 PERCENT INTEREST IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM AFORESAID (EXCEPTING THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM AND SURVEY), ALL IN COOK COUNTY, ILLINOIS.

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTINANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION. THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, COVENANTS CONDITIONS, RESTRICTIONS, AND EASEMENTS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.



U16006331-010R05
 BLLN LN MODIFICA
 REF# 20319698
 US Recordings

PIN #: 17-10-200-065-1070
 which has the address of 777 N MICHIGAN, CHICAGO UNIT 1209
 Illinois 60611 [Zip Code] ("Property Address");

ILLINOIS Single Family - FNMA/FHLMC UNIFORM
 INSTRUMENT Form 3014 9/90
 Amended 5/91
 Initials: *[Handwritten Signature]*
 VMP - 6RHL (8502)
 Page 1 of 6 VMP MORTGAGE FORMS - (800)521-7291



NOV 23 2011

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 [Street City]