



Doc#: 0821734125 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/04/2008 03:24 PM Pg: 1 of 4

Record and Return to:  
Omni National Bank  
Six Concourse Parkway,  
Suite 2300  
Atlanta, Georgia 30328

Document # 716242035  
Cook County Recorder of Deeds  
Recorded June 11, 2007

## BALLOON MORTGAGE AND SECURITY AGREEMENT LOAN MODIFICATION

STATE OF ILLINOIS  
COUNTY OF COOK

**THIS NOTE/MORTGAGE MODIFICATION AGREEMENT** is entered into by and between **Family Bz Incorporated**, having an address of **1126 Lucas; Calumet City, IL 60409** (hereinafter "Borrower") and **OMNI NATIONAL BANK**, having an address of Six Concourse Parkway NE, Suite 2300, Atlanta, Georgia 30328 (hereinafter "Lender").

**WHEREAS**, Lender heretofore made a loan in the amount of **\$91,000.00**, with a current principal outstanding balance of **\$91,000.00**, to Borrower, as evidenced by that certain, Balloon Mortgage, and Security Agreement, Deed of Trust or Deed to Secure Debt dated May 31, 2007, (hereinafter "Mortgage"); and, Said Mortgage as recorded on **June 11, 2007**, and the Note ("Note") bearing the same date as, and the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", more particularly described and set forth in **Exhibit "A"** attached and made part hereof (the "land").

**WHEREAS**, Borrower has requested that the interest rate be reduced to **10%** and the term be extended 1 year(s) for property located at **1235 W. 123rd Street, Calumet Park, IL 60827**.

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration, Lender and Borrower agree and make the following changes to the Mortgage and Note:

- A. The loan amount shall be **\$91,000.00** plus outstanding tax payments made of **\$1,335.97** and a **appraisal cost of \$250.00** for a total increase to **\$92,605.97**;
- B. The balloon maturity date will be extended to **June 5, 2009**;
- C. The interest rate will be reduced to **10% effective as of June 5, 2008**;
- D. The new payment will begin on **July 5, 2008**;
- E. For consideration of Lender's Agreement(s) as contained herein, Borrower agrees to pay to Lender a fee of **1% payable at payoff**, of the principal balance amount which will be added to the principal balance of the Note upon final execution hereof;

**BORROWER HEREBY AGREES** and directs Lender to take any action necessary to conform the Note, Mortgage, Loan Agreement, and any other Loan Documents referred to in said documents, to the terms and conditions as herein cited and by these presents accepts and confirms their liability under said documents, with the terms as herein modified.

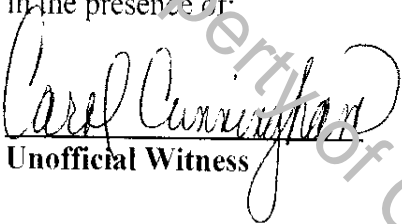
# UNOFFICIAL COPY

**BORROWER FURTHER AGREES** that the herein modification agreement shall in no way affect or otherwise release any collateral held by Lender as security on said Note and Mortgage, and same shall continue to secure said Note and Mortgage as modified by the herein Mortgage Modification Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Modification Agreement effective as of the 25th day of July, 2008.

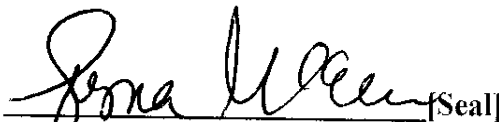
**CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.**

Signed, sealed and delivered  
in the presence of:

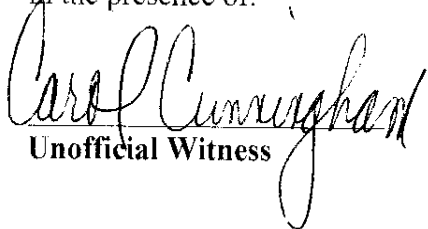
  
Unofficial Witness

**LENDER:**

**Omni National Bank**

 [Seal]  
By: Gyna McElwee  
Its: Loan Officer

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

**BORROWER:**

  
Family Bz Incorporated

# UNOFFICIAL COPY

## LENDER'S ACKNOWLEDGEMENT

STATE OF ILLINOIS

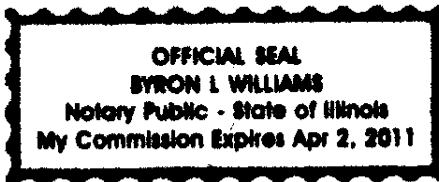
COUNTY OF COOK

The foregoing Agreement was acknowledged before me this 25<sup>th</sup> day of July, 2008 by Byron McElwee, who stated that he did execute such Agreement by authority and on behalf of Omni National Bank.

Sworn and subscribed before me this

25<sup>th</sup> day of July, 2008

Byron L. Williams  
Notary Public  
(Affix Seal)



## BORROWER'S ACKNOWLEDGEMENT

STATE OF ILLINOIS

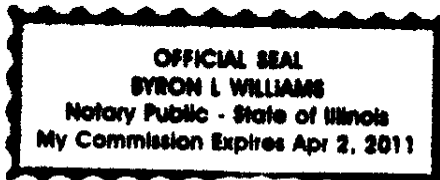
COUNTY OF COOK

The foregoing Agreement was acknowledged before me this 25<sup>th</sup> day of July, 2008 by Antonia, who stated that he did execute such Modification Agreement.

Sworn and subscribed before me this

25<sup>th</sup> day of July, 2008

Byron L. Williams  
Notary Public  
(Affix Seal)



# UNOFFICIAL COPY

1235 W. 123<sup>rd</sup> Street  
Calumet Park, IL 60827

## EXHIBIT A LEGAL DESCRIPTION

THE WEST  $\frac{1}{2}$  OF LOT 4 AND ALL OF LOT 5 N BLOCK 6 IN W. F. KAISER AND  
CO'S FAIRLAND SUBDIVISION OF THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTH EAST  
 $\frac{1}{4}$   
AND THE EAST  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF  
SECTION  
29, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.  
PIN # 25-29-405-041-0000

Property of Cook County Clerk's Office