

**PREPARED/DRAFTED BY:**

Firm Solutions, LLC  
9119 Corporate Lake Drive, Suite 300  
Tampa, Florida 33634  
ATTN: Jessica Benigni  
Loan Number: 9535175  
File Number: M08165157  
Freddie Mac Loan Number: 736320342

**When recorded mail to: BMPG+**

Equity Loan Services, Inc.  
Loss Mitigation Title Services- LMTS  
1100 Superior Ave., Ste 200  
Cleveland, OH 44114 4744908  
Attn: National Recordings 1120

**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 January 1, 2009, between WILLIAM F. DI CRISTOFANO, A SINGLE PERSON ("Borrower") and WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated December 19, 2001, securing the original principal sum of U.S. One hundred and Six thousand and 00/100 Dollars (\$106,000.00), and recorded on January 17, 2002 in at Instrument No. 2002-01-17 at Document No. 0020071260, of the Official 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: 3354 ANN ST, LANSING, IL 60438 the real property and is described as follows:

LOT 227 AND THE WEST 15 FEET OF LOT 228 OF SCHULTZ PARK, BEING A SUBDIVISION IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS JUNE 3, 1927 AS DOCUMENT 9670668.

TAX ID NO.: 30-32-313-018-0000

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.

DI CRISTOFANO  
39901387

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT

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2. As of January 1, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$95,177.72.

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 6.375%, beginning January 1, 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$658.11, beginning on February 1, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on January 1, 2032, (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 Wells Fargo Bank, N.A., 1 Home Campus, Des Moines, Iowa 50328-0001, 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 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.)

12-11-08 (Date)      William F. Di Cristofano (Seal) -Borrower  
WILLIAM F. DI CRISTOFANO

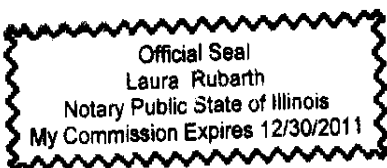
### BORROWER ACKNOWLEDGMENT

State of IL  
County of Cook

The foregoing instrument was acknowledged before me this 11th day of December, 2008, by WILLIAM F. DI CRISTOFANO who are personally known to me (or provided 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.

(Seal)

Laura Rubarth - Laura Rubarth  
Notary Print Name: LAURA RUBARTH  
Notary Public, State of IL  
My Commission Expires: 12-30-2011  
NOTARY SEAL MUST BE COMPLETELY LEGIBLE.



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### LENDER SIGNATURE

Lender does not, by its execution hereof, waive any right it may have against any person not a party hereto.  
Lender Name: WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC.

By: Jane E. Hooper, Vice President Loan Documentation

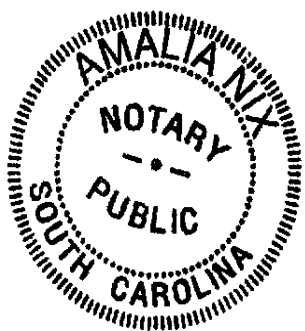
Signature: Jane E Hooper  
Jane E Hooper

### LENDER ACKNOWLEDGMENT

State: South Carolina §  
County: York §

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of January, 2009, by Jane E. Hooper, Vice President Loan Documentation of WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC., who is personally known to me.

(Seal)



Amalia Nix  
Notary Print Name: Amalia Nix  
Notary Public, State of South Carolina  
My Commission Expires: 10.17.18  
NOTARY SEAL MUST BE COMPLETELY LEGIBLE.

Property of County Clerk's Office