

09143049

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Freddie Mac Loan Number: 589108506

Servicer Loan Number: 014085641

# BALLOON LOAN MODIFICATION

US Recordings, Inc.

222 E Little Canada Rd Ste 105

St. Paul, Mn 55117

4605201

(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 modification ("Modification"), entered into effective as of the 26 day of OCT 19 99, between Mariola Familia ("Borrower") and Mercantile Bank NA ("Lender"), amends and supplements (1) the Mortgage, Deed Of Trust or Deed to Secure Debt (the "Security Instrument"), dated **October 23, 1992**, securing the original principal sum of U.S. \$62,100.00, and recorded in Book or Liber #92813843, at page(s) \_\_\_\_\_, of the Cook County Records of Des Plaines, 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 9369 Bay Colony, Des Plaines, IL 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] [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. **TAX ID # 091 516 10241072**

2. As of **November 1, 1999**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S.\$57,305.57

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 **8.750%**, beginning **November 1, 1999**. The Borrower promises to make monthly payments of principal and interest of U.S.\$482.87, beginning on the 1st day of **December, 1999**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **November 1, 2022** (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 **Mercantile Bank NA** 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 of release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note

Handwritten initials: J, P, P, M, A

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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.]

10 26 99  
Date

Mariola Famula  
Mariola Famula

\_\_\_\_\_  
Date

\_\_\_\_\_[Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction]\_\_\_\_\_

Note Holder: Mercantile Bank NA

By: Barbara Palmer

Title: Assistant Vice President

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$27.50  
T#0011 TRAN 7777 12/08/99 12:33:00  
#8712 TB #-07-143049  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$24.00

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STATE OF Ill

SS.

OF \_\_\_\_\_

On this 26 day of Oct, 19 99, before me personally appeared Maricela E Famula me known to be the person (s) described in and who executed the foregoing instruments, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the \_\_\_\_\_ and State aforesaid, the day and year first above written.

My Commission expires \_\_\_\_\_

(seal)



Betty A Cerny  
Notary Public

STATE OF \_\_\_\_\_

SS.

OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the person (s) described in and who executed the foregoing instruments, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the \_\_\_\_\_ and State aforesaid, the day and year first above written.

My Commission expires \_\_\_\_\_

(seal)

Notary Public

R DEPT-10 PENALTY \$24.00  
T#0011 TRAN 7777 12/08/99 12:34:00  
#8713 = TB \* - 09 - 143049  
COOK COUNTY RECORDER

STATE OF Missouri

SS.

County OF Vernon

On this 2 day of November, 1999 before me appeared Barbara Delmer to me personally known, who being by me duly sworn, did say that he/she is the AVP of mercantile Bank corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said she acknowledged said instruments to be the free act land deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My commission expires 2-8-2003

(seal)

Ruthie Arduser  
Notary Public

**RUTHIE ARDUSER**  
Notary Public - Notary Seal  
State of Missouri  
Vernon County  
My Commission Expires: Feb. 8, 2003

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Property of Cook County Clerk's Office

My Commission Expires: Feb. 8, 2009  
Vernon County  
State of Missouri  
Notary Public - Notary Seal  
RUTHIE ARNOLD



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## EXHIBIT A

UNIT 552, IN BAY COLONY ESTATES, UNIT 2, AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PART OF DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 18<sup>TH</sup> DAY OF NOVEMBER 1974, AS DOCUMENT NUMBER 2783627. TOGETHER WITH AN UNDIVIDED .2928 PERCENTAGE INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES: THAT PART OF LOTS 1, 2, AND 5 IN LOUIS MEINSHAUSEN'S SUBDIVISION OF PART OF FREDERICH MEINSHAUSEN'S DIVISION OF LANDS IN SECTIONS 15 AND 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 1, AFORESAID, 91.00 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG THE NORTH LINE OF LOT 1 AFORESAID, 367.35 FEET TO A LINE WHICH IS PERPENDICULAR TO THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 AFORESAID, WHICH IS DRAWN THROUGH A POINT IN SAID EASTERLY EXTENSION 192.86 FEET EAST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG SAID PERPENDICULAR LINE 247.69 FEET TO A LINE PERPENDICULAR TO THE WEST LINE OF LOT 1 AFORESAID WHICH PASSES THROUGH A POINT IN SAID WEST LINE 610.00 FEET NORTH OF THE SOUTH EAST CORNER OF LOT 2 IN LOUIS MEINSHAUSEN'S SUBDIVISION AFORESAID; THENCE WEST ALONG LAST DESCRIBED PERPENDICULAR LINE 495.29 FEET TO A LINE 282.82 FEET WEST OF AND PARALLEL WITH THE EASTLINE OF LOT 2 AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE 231.73 FEET TO A POINT ON THE NORTH LINE OF LOT 2 AFORESAID; THENCE WEST ALONG THE NORTHLINE OF LOT 2 AFORESAID 427.11 FEET TO A POINT 710.0 FEET WEST OF THE NORTHEAST-CORNER-THEREOF; THENCE SOUTHERLY 301.37 FEET ALONG A LINE WHICH MAKES AN ANGLE OF 88 DEGREES 46 MINUTES 00 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE EXTENDED; THENCE EASTERLY 40.0 FEET ALONG A LINE WHICH MAKES AN ANGLE OF 91 DEGREES 12 MINUTES 00 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE EXTENDED; THENCE NORTHERLY ALONG A LINE WHICH MAKES AN ANGLE OF 88 DEGREES 48 MINUTES 00 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE EXTENDED FOR A DISTANCE OF 33.01 FEET TO THE SOUTH LINE OF THE NORTH 268.37 FEET OF LOT 2 AFORESAID; THENCE EAST ALONG SAID SOUTH LINE 50.0 FEET TO THE EAST LINE OF THE WEST 90.0 FEET OF LOT 2 AFORESAID; THENCE SOUTH ALONG SAID EAST LINE 211.58 FEET TO THE SOUTH LINE OF THE NORTH 479.84 FEET (MEASURED AT RIGHT ANGLES) OF LOT 2 AFORESAID; THENCE EAST ALONG SAID SOUTH LINE 363.03 FEET TO THE WEST LINE OF THE EAST 256.84 FEET (MEASURED AT RIGHT ANGLES) OF LOT 2 AFORESAID; THENCE SOUTH ALONG SAID WEST LINE 367.66 FEET TO THE SOUTH LINE OF LOT 2 AFORESAID; THENCE EAST ALONG SAID SOUTH LINE 256.90 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE EAST ALONG A LINE PERPENDICULAR TO THE WEST LINE OF LOT 5, AFORESAID, A DISTANCE OF 268.92 FEET TO A DIAGONAL LINE DRAWN FROM A POINT IN THE NORTH LINE OF LOT 5 AFORESAID 351.04 FEET EAST OF THE NORTHWEST CORNER THEREOF TO A POINT IN THE SOUTHLINE OF LOT 5 AFORESAID 75.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTHEASTERLY ALONG SAID DIAGONAL LINE FOR A DISTANCE OF 146.41 FEET TO A LINE 324.16 FEET EAST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE WEST LINE OF LOTS 1 AND 5 AFORESAID; THENCE NORTH ALONG LAST DESCRIBED PARALLEL LINE 444.41 FEET; THENCE EAST AT RIGHT ANGLES THERETO 152.17 FEET TO A DIAGONAL LINE DRAWN FROM THE POINT OF BEGINNING TO A POINT IN THE SOUTH LINE OF LOT 1 AFORESAID 351.01 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTHEASTERLY ALONG LAST DESCRIBED DIAGONAL LINE 310.72 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.