PREPARED/DRAFTED BY:

Firm Solutions, LLC

9119 Corporat A ake Drive, Suite 300

Tampa, Florida 33634

ATTN: Christina Dremmond

Loan Number: 8621563 File Number: M08045(54)

Freddie Mac Loan Number: 629278784

When recorded mail to: BMPG+

Equity Loan Services, Inc.

Loss Mitigation Title Services- LMTS

1100 Superior Ave., Ste 200 4292819

Cleveland, OH 44114

Attn: National Recordings 1120

Order Number: 4282819 - BMPG

38168170

BALLOON LOAN MODIFICATION

(Pursuant to the Ze.ms 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 July 1, 2008, between MICHAEL A. PULLIAM, ("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 June 21, 2001, securing the original principal sum of U.S.Two hundred and Forty Two thousand and 00/100 Dollars (\$242,000.00), and recorded on July 27, 2001 in at Document No. 10678308, of the Official Records of Cook County, IL, and (2) the Balloon Note bearing the same date as, and secured by, the Security Instrume it, (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: 3153 S MICHIGAN AV, CHICAGO, IL 60616 the real property and is described as follows:

SEE ATTACHED EXHIBIT "A"

PULLIA: 38168170

TAX ID NO.: 17-34-102-051-1093

FIRST AMERICAN ELS MODIFICATION AGREEMENT . 1920 - 1930 - 1930 - 1930 - 1930 - 1930 - 1930 - 1930 - 1930 - 1930 - 1930 - 1930 - 1930 - 1930 - 1930 - 1930

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.
- As of July 1, 2008, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$218,521.94.
- 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 6.25%, beginning July 1, 2008. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,494.42, beginning on August 1, 2008, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in

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-Borrower

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full. If on July 1, 2031, (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)

BORROV/ER ACKNOWLEDGMENT

State of County of

ZULINOIS

(Seal)

Notary Print Name:

Notary Public, State of

My Commission Expires:

NOTARY SEAL MUST BE COMPLETELY LEGIBLE.

"OFFICIAL SEAL"
Andrea C. Rogers
Notary Public, State of Illinois
Cook County
My Commission Expires 12-21-2012

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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:

LENDER ACKNOWLEDGMENT

State: South Caroling §
County: York §

My Commission Expires:

(Seal)

Notary Public Official Seal John S. Grantham York County, S.C.

York County, S.C. Commission Expires Sept. 25, 2012 NOTARY (EAL MUST BE COMPLETELY LEGIBLE.

Notar, Public, State of South Carolina

Notary Print Name: COUN S. Warthan

EXHIBIT A

<u>Parcel 1</u>: Unit No. 3153 in the Michigan Indiana Condominium (as hereinafter described), together with its undivided percentage interest in the common elements, which unit and common elements are comprised of:

- (a) The leasehold estate created by the Ground Lease for Michigan Place dated December 7, 1999 between Illinois Institute of Technology, an Illinois not-for-profit corporation, as Lessor, and Michigan Place LLC, as Lessee, recorded by the Cook County Recorder of Deeds on February 29, 2000 as document no. 00-147967 including all amendments and exhibits thereto (the "Ground Lease") which Ground Lease demises the land hereing the described for a term of years ending December 31, 2098 (except the Euildings and improvements located on the land); and
- (b) Ownership of the buildings and improvement located on the following described land:

Certain parts of Block 1 in Charles Walker's Subdivision of that part North of the South 60 acres of the West 1/2 of the Northwest 1/4 of Section 34, Township 30 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, as delineated on a survey which is attached as Exhibit "B" to the Declaration of Condominium Ownership and Ensements, Restrictions, Covenants and By-Laws for Michigan Indiana Condominium dated February 23, 2001 and recorded by the Cook County Recorded of Deeds on March 15, 2001 as document 001-0205852, ac. the same may have been amended from time to time (as so amended, "the Declaration"), all in Cook County, Illinois

<u>Parcel 2</u>: the exclusive right to the use of P-48, P-49 and patio, limited common elements as delineated on the survey attached to the Declaration alcressid.

Permanent index numbers:

17-34-102-014

17-34-102-015

17-34-102-040

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CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (1992) SCHEDULE A (CONTINUED)

POLICY NO.: 1401 007908853 DB

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1: UNIT NO 3153 IN THE MICHIGAN INDIANA PLACE CONDOMINIUM (AS HEREINAPTER DESCRIBED), TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON BLEMENTS, WHICH UNIT AND COMMON BLEMENTS ARE COMPRISED OF:

- (A) TYP LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1 (H) OF THE CONDITIONS AND STIPULATIONS OF THE POLICY), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY; ILLINOIS INSTITUTE OF TECHNOLOGY, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, AS LESSOR, AND MICHIGAN PLACE LLC, AN ILLINOIS LOWITED LIABILITY COMPANY, AS LEASE, DATED DECEMBER 7, 1999, WHICH LEASE WAS RECORDED FLERUARY 29, 2000 AS DOCUMENT 00147967, AND ASSIGNMENT THERETO RECORDED MAY 31, 2001 AS DOCUMENT NUMBER 0010205852 WHICH LEASE DEMISES THE LAND (AS HEREINAFTER DISCRIBED) FOR A TERM OF YEARS ENDING DECEMBER 31, 2098 (EXCEPT THE BUILDINGS AND INTROVEMENTS LOCATED ON THE LAND); AND
- (B) OWNERSHIP OF THE BUT DINGS AND IMPROVEMENTS LOCATED ON THE FOLLOWING DESCRIBED LAND:

CERTAIN PARTS OF BLOCK 1 IN CLAPICS WALKER'S SUBDIVISION OF THAT PART NORTH OF THE SOUTH 60 ACRES OF THE WEST 1/1 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRT PRINCIPAL MERIDIAN, IN COOK COUNTY.

ILLINOIS, AS DELINEATED ON A SURVEY 15 ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0010205852, AS AMENDED FROM TIME TO TIME, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF 3157, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID.

THIS POLICY VALID ONLY IT SCHEDULE B IS ATTACHED.

[LOCVEST

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