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Doc#: 0917545051 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 06/24/2009 12:16 PM Pg: 1 of 4

AFTER RECORDED RETURN TO:
Old Republic Title
ATTN: Post Closing-Recording
530 South Main Street, Suice 1031
Akron, OH 44311-4423
THIS INSTRUMENT PREPARED BY:
Kimberly Brown-National City Mort gages
3232 Newmark Drive
Miamisburg, OH 45342

Freddie Mac Loan Number 723826740 Servicer Loan Number 0003245453

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.

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

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 and follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

MULTISTATE BALLOON LOAN MODIFICATION-Single Family-Freddie Mac UNIFORM INSTRUMENT FORM 3293(3/97)

Initials Mal

Bmg.



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Loan 0003245453

- 1. The Borrower is owner and occupant of the Property.
- 2. As of June 1, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$209,974.47.
- 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 a yearly rate of 5.0% beginning June, 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$1227.49, beginning on the 1st day of July, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on June 1, 2034 (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 National City Mortgage, P.O. Box 533510, Atlanta, GA 30353-3510 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.
- Nothing in this Modification shall re 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 the 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 by all Borrowers, endorsers, guaranters, sureties, and other parties signing the Balloon Note.)

BORROWERS

County of 54 Louis

State of ________

On this the ____ day of _____, 2009, before me, the undersigned Notary Public, personally appeared Mahendra Gandhi and Bharti Gandhi, proven to me on the basis of satisfactory evidence to be the person(s) whose name(s) were subscribed to the written instrument, and acknowledged that $\underline{\text{they}}$ executed it. WITNESS my hand and official seal.

My commission expires

William Shings John

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Loan 0003245453

LENDER/CORPORATION

Vice President

Authorized Signer/Supervisor

National City Mor

State of Ohio County of Montgomery

On this 3^{t1} day of , 2009, before me, the undersigned Notary Public, personally appeared Mary Beth Criswell and Dianna L. Faulk who acknowledged themselves to be the Vice President, and Supervisor/Authorized Signer, of National City Mortgage, a corporation, and that they are such Vice President and Supervisor/Authorized Signer, being supported to do so executed the for Coince instrument for the supervisor Authorized Signer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by themselves as <u>Vice President and</u> Supervisor/Authorized Signer.

In witness whereof, I hereunto set my hand ani official seal.

CHANNON M. MOORMAN, Notary Public In and for the State of Ohio My Commission Expires July 2, 2011

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EXHIBIT A

PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

PARCEL 1:

UNIT NO. 401 IN CLAREMONT LOFTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING LES CRIBED REAL ESTATE:

PART AL A:

LOT IN U.D. 18 EXCEPT THOSE PARTS THEREOF LYING WEST OF A LINE SO PEET EAST OF AND PARALLEL WIP THE WEST LINE OF SECTION 19 AND ALL OF LOT 43 (EXCEPT THE SOUTH 16 FEET THEREOF) AND I DT 44 ALL IN THE SUBDIVISION OF BLOCK 9 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL B:

THE VACATED ALLEY LYING EAST OF LAT ADJOINING LOTS 17 AND 18 AFORESAID AND WEST OF AND ADJOINING LOTS 43 AND 44 AFORESAID AND SOUTH OF THE NORTH LINE OF LOTS 17 EXTENDED EAST TO THE NORTHWEST CORNER OF LOT 44 AND LYING NORTH OF A LINE 16 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 43 PRODUCED WEST 16 FEET TO THE EAST LINE OF LOT 18 AND ALL IN THE SURDIVISION OF BLOCK 9 IN THE EVADIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AN COOK COUNTY, ILLINOIS: WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CO'D MINIUM RECORDED AUGUST 15, 2001 AS DOCUMENT 0010749950, AND AS AMENDED FROM TIME (O) TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE NUMBER 35 LOCATED ON THE FIRST FLOOR OF THE SURVEY ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONLOMINIUM FOR CLAREMONT LOTTS AND RECORDED AS DOCUMENT 0010749950.