

UNOFFICIAL COPY



Doc#: 0920945025 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/28/2009 10:29 AM Pg: 1 of 6

PN: 15343060070000

Prepared by or under the supervision of:
Bank of America Home Loans
1800 Tapo Canyon Road
Simi Valley, CA 93063
Mail Stop CA6-914-01-47
Prepared: May 19, 2009
401171213

(Space Above This Line for Recording Data)

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 June 1, 2009, between ANTHONY M PAWLIK and AMERICA E PAWLIK, HUSBAND AND WIFE "Borrower(s)/Grantee(s)" and Guaranty Residential Lending, Inc. "Lender/Grantor", acting through its loan servicer BAC Home Loans Servicing, LP a subsidiary of Bank of America, N.A..."Lender's address is 4500 Park Granada, Calabasas California 91302, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated May 3, 2004, securing the original principal sum of U.S. \$208,800.00 and recorded as DOCUMENT# 0413922102 on MAY 18, 2004, of the Official Records, in the County of COOK, State of 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 3511 MADISON AVENUE, BROOKFIELD, IL 60513, 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 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 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. \$189,350.42.

SJ
P
MNO
E

UNOFFICIAL COPY

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 the yearly rate of 4.875%, beginning June 1, 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,093.18, beginning on July 1, 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 Post Office Box 660694, Plano, TX 75024, 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 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.

Anthony M. Pawlik
ANTHONY M PAWLIK

Date 6-7-09

America E. Pawlik
AMERICA E PAWLIK

Date 6-7-09

UNOFFICIAL COPY

_____[Space Below This Line For Acknowledgment in Accordance with Laws of Jurisdiction]_____

STATE OF ILLINOIS

COUNTY OF COOK

On 6-7-09 before me, Kirsten Fazzi,

personally appeared ANTHONY M. PAWLAK, AMERICA E PAWLAK

who proved 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/hers/ 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.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal
Signature Kirsten Fazzi
KIRSTEN FAZZI

My commission expires 08-05-09



PROPERTY OF COOK COUNTY CLERK'S OFFICE


UNOFFICIAL COPY

Certificate of Preparation

I hereby certify that the within instrument was prepared by me in
Representation of one of the parties in the within instrument.

This instrument was prepared by:

Martha Morris
Balloon Technician
Bank of America Home Loans
1800 Tapo Canyon Road
Simi Valley, CA 93063

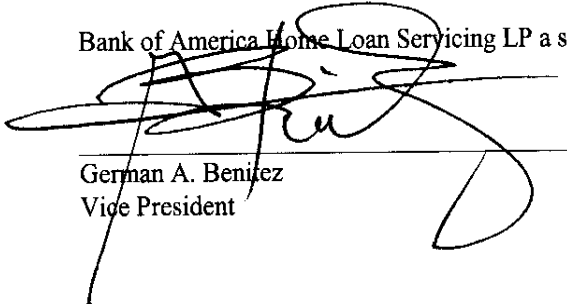

Signature of preparer MARtha MORRIS
Balloon Technician

5/19/09
Date

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Bank of America Home Loan Servicing LP a subsidiary of Bank of America N.A.



German A. Benitez
Vice President

STATE OF CALIFORNIA
COUNTY OF VENTURA

On this 12th day of June, 2009, before me Mary Anne Guerrero Notary Public appeared German A. Benitez of Bank of America Home Loans, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Mary Anne Guerrero
MARY ANNE GUERRERO

My commission expires 12/7/12



UNOFFICIAL COPY

LEGAL DESCRIPTION

Lot 23 in Block 2 in Portia Manor, being Frederick H. Bartlett's Subdivision in the Southwest Quarter of Section 34, Township 39 North, Range 12, East of the Third Principal Meridian, Plat thereof was recorded February 6, 1915 as document number 5573274, in Cook County, Illinois

Parcel # 15-34-306-003-000

 PAWLIK
40905528 IL

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



When recorded mail to: BMPG+
Equity Loan Services, Inc.
Loss Mitigation Title Services-LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114
Attn: National Recordings 1120

15120737

Cook County Clerk's Office