

UNOFFICIAL COPY

Doc# 0924757242 fee: \$56.00  
Date: 09/04/2009 10:47 AM Pg: 1 of 6  
Cook County Recorder of Deeds  
\*RHSP FEE \$10.00 Applied

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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BALLOON LOAN MODIFICATION

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**Please return document to:**

**Parcel Number:**

10-20-101-017-1020

**When recorded mail to: BMPG**  
Equity Loan Services, Inc.  
Loss Mitigation Title Services- LMTS  
1100 Superior Ave., Ste 200  
Cleveland, OH 44114 5370298  
Attn: National Recordings 1120

41092962 KANG

IL

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT



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Freddie Mac Loan Number: 410592986

Servicer Loan Number: 4314080252

**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:**

41092962

**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****PREPARED BY:****Graham Allen  
Provident Funding Associates, L.P.  
1235 North Dutton Avenue, Suite #E  
Santa Rosa, CA. 95401**

This Balloon Loan Modification ("Modification"), entered into effective as of the 1st day of September, 2009, between Bob Bumsuk Kang Married to Hye J. Kim ("Borrower") and Provident Funding Associates, L.P. ("Lender"), amends and supplements (1) the Mortgage, (the "Security Instrument"), dated 08/23/04, securing the original principal sum of U.S. \$161,200.00 and recorded as Document #0425926101, 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: 8650 FERRIS AVE, UNIT 406, MORTON GROVE, IL 60053 the real property described being set forth as follows:

THE SOUTH 127.42 FEET OF THE NORTH 142.42 FEET OF BLOCK 4 IN AHRENSFELD'S ADDITION TO MORTON GROVE, BEING A SUBDIVISION OF LOT 41 OF COUNTY CLERK'S DIVISION IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF LYING WESTERLY OF A LINE COMMENCING ON THE NORTH LINE OF THE ABOVE DESCRIBED PROPERTY AT A POINT 27.23 FEET EASTERLY OF THE WEST LINE OF NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND CONTINUING SOUTHERLY PARALLEL TO THE SAID WEST LINE OF THE SAID SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, A DISTANCE OF 127.42 FEET TO A POINT 27.23 FEET EASTERLY OF THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN), ALL IN COOK COUNTY.

WHICH SURVEY IS ATTACHED AS EXHIBIT (A) TO THE DECLARATION MADE BY THE EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST NO. 27181 RECORDED AS DOCUMENT NUMBER 22317145; TOGETHER WITH AN UNDIVIDED 3.70 PERCENT INTEREST IN SAID DEVELOPMENT PARCEL (EXCEPTING FROM SAID DEVELOPMENT PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL OF THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), ALSO TOGETHER WITH A PERPETUAL EASEMENT CONSISTING OF THE RIGHT TO USE FOR PARKING PURPOSES PARKING SPACE NO. 19 AND 35 AS DELINEATED ON THE SURVEY ATTACHED AS EXHIBIT "A" TO THE SAID DECLARATION IN COOK COUNTY, ILLINOIS.

PIN(S): 10-20-101-017-1020

Commonly Known As: 8650 Ferris, Unit 406

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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.
2. As of September 1, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$148,227.97
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 5.625%, beginning September 1, 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$921.35, beginning on the 1st day of October, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on September 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 Provident Funding Associates, L.P., P.O. Box 7159, Pasadena, CA 91109-7159 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.]

8/11/09  
Date

Bob Bumsuk Kang (Seal)  
BOB BUMSUK KANG -Borrower

8/11/09  
Date

Hye J. Kim (Seal)  
HYE J. KIM -Borrower

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

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State of Illinois, County of Cook  
 On August 11, 2009 before me, Mary L. Ziniel, personally appeared  
Bob Bhusuk Kang & Nye Jung Kim personally known to me (or 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/her/their authorized capacity(ies), and that by  
 his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
 executed the instrument.

Witness my hand and official seal.  
 (This area for official notary seal)

Signature Mary L. Ziniel



State of Illinois, County of Cook  
 On August 11, 2009 before me, Mary L. Ziniel, personally appeared  
Bob Bhusuk Kang & Nye Jung Kim personally known to me (or 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/her/their authorized capacity(ies), and that by  
 his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
 executed the instrument.

Witness my hand and official seal.  
 (This area for official notary seal)

Signature Mary L. Ziniel



# UNOFFICIAL COPY

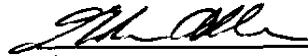
## **Provident Funding**<sup>™</sup>

The Mortgage Price Leader

P.O. Box 5914

Santa Rosa, CA. 95402

The Balloon Loan Modification entered into effect 09/01/09 was drawn and executed by Provident Funding Associates, L.P. and notarized on 8/17/09.



Signature

Graham Allen

Property of Cook County Clerk's Office

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## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sonoma

On 8/17/09 before me, B Blackwelder, notary public  
(Here insert name and title of the officer)

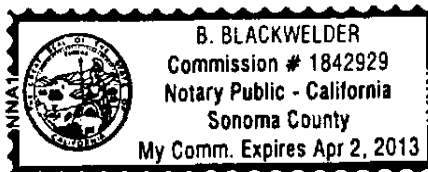
personally appeared Graham Allen

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/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.

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.

B Blackwelder  
Signature of Notary Public



(Notary Seal)

### ADDITIONAL OPTIONAL INFORMATION

#### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

#### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

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