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This instrument was prepared by:
SHANNON MITCHELL
U.S. BANK, NA
4801 FREDERICA STREET
OWENSBORO, KENTUCKY 42301

Doc#: 1002603018 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/26/2010 11:28 AM Pg: 1 of 4

When Recorded Mail To:
FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92799-7670
ATTN: LMTS - 5651936

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Original Recorded Date: JANUARY 17, 2003 Freddie Mac Loan No. 680087494
Original Principal Amount: \$ 171,000.00 Loan No. 7810267181

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 the 4TH day of NOVEMBER, 2009, between YOGI PATEL

("Borrower") and U.S. BANK, NA ("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated DECEMBER 17, 2002, securing the original principal sum of U.S. \$ 171,000.00, and recorded in Instrument No. 0030083784 of the Official Records of COOK COUNTY, ILLINOIS

[Name of Records] [County and State, or other jurisdiction] 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: 308 SOUTHWICKE DRIVE, STREAMWOOD, ILLINOIS 60107

[Property Address]

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the real property described being set forth as follows:

UNIT NUMBER 1905-26S IN SOUTHWICKE ON SUTTON CONDOMINIUM AS DELINEATED ON THE SURVEY OF CERTAIN LOTS OR PARTS THEREOF LOCATED IN SECTION 28, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT NUMBER 09108422, IN COOK COUNTY, ILLINOIS, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME

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.
2. As of **JANUARY 1, 2010**, the amount payable under the note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **151,993.23**.
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 **5.250 %**, beginning **JANUARY 1, 2010**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **943.98**, beginning on the **1ST** day of **FEBRUARY, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 01, 2033**, (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 **4801 FREDERICA STREET, OWENSBORO, KENTUCKY 42301** 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.

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To be signed and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument.

U.S. BANK, NA

Kerensa Patel

_____(Seal)

- Lender

Name: **KERENSA PATEL**

Its: **ASSISTANT VICE PRESIDENT**

Yogi Patel
YOGI PATEL

_____(Seal)

- Borrower

_____(Seal)

- Borrower

_____(Seal)

- Borrower

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- Borrower

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- Borrower

_____(Seal)

- Borrower

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[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on 11/27/09 (date) by
YOGI PATEL

(name/s of person/s)

Agnes (Signature of Notary Public)

(Seal) OFFICIAL SEAL
AGNES KANSKI
Notary Public - State of Illinois
My Commission Expires Apr 26, 2011
LENDER ACKNOWLEDGMENT

State of Kentucky
County of Daviess

This instrument was acknowledged before me on December 16, 2009 (date) by
KERENSA PATE as ASSISTANT VICE PRESIDENT
of US Bank, NA

Rita Lynn Russelburg (Signature of Notary Public)

(Seal) OFFICIAL SEAL
RITA LYNN RUSSELBURG
NOTARY PUBLIC - KENTUCKY
STATE ACH 0101
My Comm. Expires 5-5-2012