BALLOON LOAN MODIFICATION

(Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider)

41509505

PJ

WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 1
Accommodation Recording Per Client Request

Parcel Number:

12-11-119-026-1024 Ounty Clarks Office

Prepared by: Kimbery Jeannette 425 Phillips 131VD EWIRS, NS. 08618

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Freddie Mac Loan Number: 787162361

Servicer Loan Number: 0029644804

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 13th day of January 2010 between Sandro Mostacci ("Borrower") and Cenlar FSB ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, dated January 15, 2003, securing the original principal sum of U.S. \$84,000.00, and recorded January 31, 2003 in Instrument 5030144187, in the Records of Cook County.

(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: 8519 W. Catherine Ave #380, Chicago, IL 60656

the real property described being set forth as follows: See Attached Schedule "A" Situated in the County of and state of: Cook County. Illinois

PERMANENT PARCEL NUMBER: 12-11-119-026-101/4

To evidence the election by the Borrower of the 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 2010, the amount payable under the Note and security Instrument (the "Unpaid Principal Balance") is U.S. \$74,739.97.
- 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 5.0%, beginning January 1, 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$455.34 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 February 1, 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 PO Box 986, Newark, NJ 07184 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

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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.]

| 1-22-2010 | Samole 2 | Estavi (Seal) |
|---|---|--------------------------------------|
| Date | Sandro Mostacci | - Borrower |
| | | |
| State of Three : | | |
| County of: | | |
| On this day of day of the undersigned Notary Public in an 1 for said County and S | and 20/0, bei | ore me, tacci, who I am satisfied |
| is/are the person(s) named in and who executed the within I he/she/they signed, sealed and delivered the same as his/her | nstrument, and thereupon he/she/they a | cknowledged that |
| Notary Public | Dan W. Dan or | |
| My Commission Expires: December 4, 2013 | Anthony Demas | |
| | Of granning | ······ |
| | OFFICIAL SE ANTHONY DEA NOTARY PUBLIC - STATE | AS § Ofblings |
| | WALLESTON EPPR | ES:120413 |
| GREST TO BY: | 74, | |
| Mark Kelbaugh | <u>'S'</u> | |
| (Authorized Representative) | | 159. |
| (Date) | | <u>'C</u> |
| (Dutte) | | |

The execution of this Agreement should be witnessed and the appropriate acknowledgment clause should be added, if these are requirements under local law. In addition, if required under local law or practice this Agreement Should be filed for record.

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EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

UNIT NUMBER 380 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS 'PARCEL'):

THAT PART OF LOT 3 IN ALBERT SCHORSCH SONS' CATHERINE COURTS TRACT NUMBER 1 IN THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN SAID ALBERT SCHORSCH SONS'S CATHERINE COURTS TRACT NUMBER 1; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 AND THE NORTH LINE OF SAID LOT 3 IN SAID SUBDIVISION 732.00 FEET TO THE PLACE OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE SOUTH AT RIGHT ANGLES TO THAT LAST DESCRIBED LINE, 313.50 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIPTD LINE 175.96 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 313.50 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE EAST ALONG SAID NORTH LINE 175.96 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY MCNFRNEY-GOSLIN INC., AN ILLINOIS CORPORATION, RECORDED IN THE OFFICE OF RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 24035130; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) ALL IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 12-11-119-026-1024 SANDRO MOSTACCI

41509505

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EXHIBIT A (continued)

8519 WEST CATHERINE AVENUE, CHICAGO IL 60656 Loan Reference Number : 0029644804/787162361 First American Order No: 41509505

