

UNOFFICIAL COPY

AFTER RECORDED RETURN TO  
Old Republic Title  
ATTN: Post Closing-Recording  
530 South Main Street, Suite 1031  
Akron, OH 44311-4423  
THIS INSTRUMENT PREPARED BY:  
Kimberly Brown-PNC Mortgage  
A division of PNC Bank, NA  
3232 Newmark Drive  
Miamisburg, OH 45342

21233253  
DF417563

Servicer Loan Number 0005760540

**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 <sup>2<sup>nd</sup></sup> day of March, 2010 between NORTH STAR TRUST COMPANY AS SUCCESSOR TRUSTEE FOR MIDTOWN BANK & TRUST CO. OF CHICAGO, as Trustee under Trust Agreement dated 12/01/98, and known as Trust No. 2220 and LORETTA S. DOWNS ("Borrower(s)") and PNC Mortgage, a division of PNC Bank, NA ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated January 21, 2003, securing the original principal sum of U.S., \$204,000, and recorded in Document No. 0030328667 of the Records of Cook County, Illinois; and (2) the Balloon Note bearing the same date as, and secured by, the Security Instrument ("Note") which covers the real and personal Property described in the Security Instrument and defined in the Security Instrument as the "Property", located at 2239 W. Armitage, Chicago, Illinois 60647, the real property described being set forth as follows:

Lot 13 in Block 3 in Pierce's addition to Holstein a subdivision of the North 1/2 of the Southwest 1/4 of Section 31, Township 40 North, Range 14, East of the third principal meridian in Cook County, Illinois.

Parcel ID Number: 14313020120000

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

*[Handwritten initials]*

c-6

# UNOFFICIAL COPY

1. The Borrower is owner and occupant of the Property.
  2. As of February 1, 2010, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$182,766.08.
  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 a yearly rate of 5.125% beginning February, 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$1128.69, beginning on the 1st day of March, 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 PNC 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.
  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 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, guarantors, sureties, and other parties signing the Balloon Note.)

*Lucy A. Hooper* *Juanita Chandler* **BORROWERS** *Loretta S. Downs*

NORTH STAR TRUST COMPANY AS SUCCESSOR  
 TRUSTEE TO MIDTOWN BANK & TRUST CO. OF CHGO  
 BY: *Lucy A. Hooper*, Trust Officer

LORETTA S. DOWNS

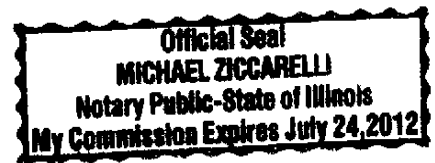
*Juanita Chandler*, Trust Officer

*Trustee Execution Under Attached Note And Made A Part Hereof*

County of Cook

State of Illinois

On this the 6<sup>th</sup> day of January, 2010, before me, the undersigned Notary Public, personally appeared Loretta S. Downs, proven to me on the basis of satisfactory evidence to be the person(s) whose name(s) was/were subscribed to the written instrument, and acknowledged that he/she/they executed it.  
 WITNESS my hand and official seal.



07/24/2012  
 My commission expires

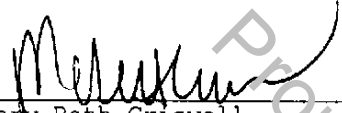
*[Signature]*  
 Notary Public


# UNOFFICIAL COPY

Page 3

Loan 0005760540

**LENDER/CORPORATION**

  
 \_\_\_\_\_  
 Mary Beth Criswell  
 Vice President

  
 \_\_\_\_\_  
 Dianna L. Faulk  
 Authorized Signer/Supervisor

Corporation-


State of Ohio  
County of Montgomery

On this 5<sup>th</sup> day of March, 2010, 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 PNC Mortgage, a division of PNC Bank, NA, a corporation, and that they are such Vice President and 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 Vice President and Supervisor/Authorized Signer.

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



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

  
 \_\_\_\_\_  
 Channon Moorman, Notary Public

My commission expires

# UNOFFICIAL COPY

## Mortgage

### TRUST ACKNOWLEDGEMENT

STATE OF ILLINOIS     )  
  )  
COUNTY OF COOK     )

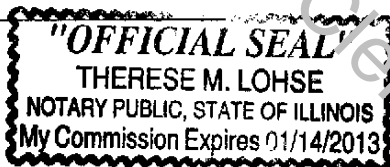
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Laurel D. Thorpe, Trust Officer and Juanita Chandler, Trust Officer, of North Star Trust Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Vice President respectively of North Star Trust Company, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 26<sup>th</sup> day of February, 2010.

*Therese M. Lohse*

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_



COOK COUNTY Clerk's Office

# UNOFFICIAL COPY

## GENERAL DOCUMENT EXONERATION RIDER

THIS DOCUMENT IS EXECUTED BY NORTH STAR TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST NO. 2220 AS AFORESAID, IN THE EXERCISE OF POWER AND AUTHORITY CONFERRED UPON AND VESTED IN SAID TRUSTEE, AND IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT NOTHING IN SAID DOCUMENT CONTAINED SHALL BE CONSTRUED AS CREATING ANY LIABILITY ON SAID TRUSTEE PERSONALLY TO PAY ANY INDEBTEDNESS ACCRUING THEREUNDER OR TO PERFORM ANY COVENANTS, EITHER EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES, INDEMNIFICATION AND HOLD HARMLESS REPRESENTATIONS IN SAID DOCUMENT ( ALL LIABILITY, IF ANY, BEING EXPRESSLY WAIVED BY THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS) AND THAT SO FAR AS SAID TRUSTEE IS CONCERNED, THE OWNER OF ANY INDEBTEDNESS OR RIGHT ACCRUING UNDER SAID DOCUMENT SHALL LOOK SOLELY TO THE PREMISES DESCRIBED THEREIN FOR THE PAYMENT OF ENFORCEMENT THEREOF, IT BEING UNDERSTOOD THAT SAID TRUSTEE MERELY HOLDS LEGAL TITLE TO THE PREMISES DESCRIBED THEREIN AND HAS NO CONTROL OVER THE MANAGEMENT THEREOF OR THE INCOME THEREFROM, AND HAS NO KNOWLEDGE RESPECTING ANY FACTUAL MATTER WITH RESPECT TO SAID PREMISES, EXCEPT AS REPRESENTED TO IT BY THE BENEFICIARY OR BENEFICIARIES OF SAID TRUST. IN EVENT OF CONFLICT BETWEEN THE TERMS OF THIS RIDER AND OF THE AGREEMENT TO WHICH IT IS ATTACHED, ON ANY QUESTIONS OF APPARENT LIABILITY OR OBLIGATION RESTING UPON SAID TRUSTEE, THE PROVISIONS OF THIS RIDER SHALL BE CONTROLLING.

COOK COUNTY Clerk's Office