[Space Above This Line For Recording Data] FHLMC Loan Number **CHF Loan Number 1766295910**

DF417607

When Recorded Retran To Chase Home Finance LL 2210 Enterprise Drive

Florence, SC 29501

Attn: Bailoon Department: DS

Prepared By: Rolloon Loan R prese stative

BALLOON LCAN MODIFICATION

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

TWO ORIGINAL BALLOON LOAN MODIFICATIONS MUST BE EXECUTED BY THE PORROWER: 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 February 1, 2010, between Richard K. Evans and Jodie K. Evans, Husband and Wife, ("Borrower"), and J.. P Moi gan Chase ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Discrument") dated January 13, 2005, securing the original principal sum of U.S. \$149,450.00, and recorded or February 4, 2005, as Document Number 0503511098, in the Official Records of Cook County, 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 440 North Wabash Avenue Unit 1911, Chicago, Illinois 60611, the real property described being set forth as follows:

Legal Description Attached Hereto and Made A Part Hereof

Parcel #17101270191324

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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 February 1, 2010, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$137,536.02.
- 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 February 1, 2010. The Borrower promises to make monthly payments of principal and interest of U. S. \$ 87.413 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, 2035, (the "Modified Mararity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amen and by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date

The Borrower will make such payments at 3415 Vision Drive, Columbus, Ohio 43219-6009 or at such other place as the Lender 112, require.

- 4. The Borrower will comply with all other coverance, 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 Pader are forever canceled, null and void, as of the maturity date of the Note.
- 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 otherwive specifically provided in this Modification, the Note and Security Instrument will remain uncharged and in full effect, and the Borrower and Lender will be bound by, and will 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 Note and Security Instrument.

(SEAL)

(WITNESS SIGNATURE)

Witness Name (Printed/Typed)

(SEAL)

(WITNESS SIGNATURE)

(WITNESS SIGNATURE)

(SEAL)

(SEAL)

(OSEAL)

(OSEA

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[Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction]
, (Individual Acknowledgment)
State of TIINO15 County of COOK ss:
On this the 12 day of January 2010, before me a Notary Public, personally appeared Richard K Evans + Jodie K, Evans
known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that her/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.
IN WITNESS WHE LEDF, I have hereunto set my hand and official seal. (Notary Public)
My Commission expires: (Seal) (Seal)
My Gornmasion Expires Aug. 22, 2012
O _{FE} .

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CHF Loan Number 1766295910

Office

J.P. Morgan Chase Bank N.A

By:

Connie B. Rigby, Assistant Vice President

----Space Below This Line For Acknowledgment---

State of South Carolina }

County of Florence

· Ox Coot Cou. This instrument was acknowledged before me this 21st day of January, by Connie B. Rigby, Assistant Vice President of J.P. Morgan Chase Bank N.A., on behalf of same.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.



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LEGAL DESCRIPTION:

PARCEL 1: UNITS: 1911 IN THE PLAZA 440 PRIVATE RESIDENCES AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF BLOCK 12 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0501339142, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2: EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE AND ENJOYMENT AS SET FORTH IN AND CREATED BY RECIPROCAL EASEMENT AGREEMENT RECORDED AS DOCUMENT NUMBER 89572741. AS AMENDED BY DOCUMENT 93070550, AND SUB-DECLARATION RECORDED AS DOCUMENT NUMBER 0501339141.

