

Return To:

Southwest Financial Services, LTD.
P.O. Box 300
Cincinnati, OH 45273-8043



DF423318

Freddie Mac Loan Number: 721825158
CitiMortgage Loan Number: 0633578215

BALLOON LOAN MODIFICATION

01-1100412402R

(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 1st day of April, 2010, between Frank A. Ress ("Borrower") and CitiMortgage, Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 03/14/03, securing the original principal sum of U.S. \$277,000.00, and recorded on Instrument Number 0030418041, Book or Liber N/A Page N/A of the County 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 39 W. Algonquin Road, Des Plaines, IL 60016, the real Property described being set forth as follows:

See Attached Legal Description.

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 April 1, 2010, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$169,252.33.

UNOFFICIAL COPY


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 yearly rate of 5.25%, beginning April 1, 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,057.42, beginning on the 1st day of May, 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on April 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 CitiMortgage, Inc., 1000 Technology Drive, O'Fallon, MO 63368 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 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.

Apr 7, 2010
Date



Frank A. Ress Borrower

April 7, 2010
Date



Witness: leslie Penna
Print:

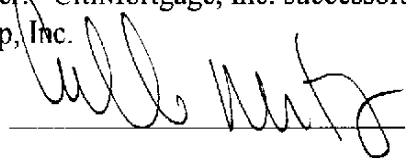
Date

Borrower

Date

Witness:
Print:

Lender: CitiMortgage, Inc. successors in interest by merger to ABN Amro Mortgage Group, Inc.

By: 

Name: Colleen Nentwig

Title: Vice President

UNOFFICIAL COPY

_____ [Space below for Notary Acknowledgment] _____

STATE OF ILLINOIS

SS.

COUNTY OF COOK

On 4-7-2010, before me, DOLORES CLARK, a Notary Public in and for said County and State, personally appeared FRANK RESS, 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 that they executed the same in their authorized capacity (ies), and that by their signature on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and seal.

Notary seal or stamp

Dolores Clark
Signature
DOLORES CLARK



My commission expires: AUGUST 1, 2012

Notary seal or stamp

Prepared by and when recorded

Return to:

CitiMortgage, Inc.

ATTN: Sharon Clark-Porter

Special Loans Dept., MS 312

1000 TECHNOLOGY DRIVE

O'FALLON, MO 63368

Notary Public - Cook County Clerk's Office

UNOFFICIAL COPY

(Individual Acknowledgement)

STATE OF MISSOURI

COUNTY OF ST. CHARLES

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, do hereby certify that, Colleen Nentwig personally known to me to be the person who appeared before me this day in person, and acknowledged to me that he/she executed and delivered the same as his/her free and voluntary act for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 10th day of April, 2010.

S. Porter
Notary Public S. Porter

My Commission Expires: June 27, 2013

S. PORTER
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: June 27, 2013
Commission Number: 09476622

UNOFFICIAL COPY

0633578215

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the

COUNTY of Cook :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

THE EAST 100 FEET OF THE WEST 820 FEET (EXCEPT THE SOUTH 500 FEET THEREOF) OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE EAST 100 FEET OF THE WEST 820 FEET OF THE EAST 1/2 OF THE SOUTH 4 RODS OF THE NORTHEAST 1/4 OF SECTION 24 IN COOK COUNTY, ILLINOIS.

PIN: 08-24-201-018
08-24-401-020

which currently has the address of

39 W ALGONQUIN ROAD
[Street]

DES PLAINES
[City]

, Illinois

60016
[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.