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Doc#: 1026315014 Fee: \$44.25 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 09/20/2010 09:22 AM Pg: 1 of 4

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SOUTHWEST FINANCIAL SERVICES, LTD. P.O. BOX 300 CINCINNATI, OHIO 45273-8034

This instrument prepared by: KARLA PRICE PNC Mortgage, a division of PNC Bank, NA 3232 Newmark Drive Miamisburg, OH 45342

After Recording Return 6/

Afin: Post Closing 530 S Main St., Suite 1031

Akron, OH 44311

DF 438575 1/027610-02R

Freddie Mac# 722411563 Servicer Loan Number 0002448849

BALLOON L(AN MODIFICATION (Pursuant to the Terms of the Balloor 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 26th day of July, 2010 between ROBERT J HARTNEY A SINGLE PERSON, ("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 July 03, 2003, securing the original principal sum of U.S., \$87,000.00, and recorded in Instrument/Document No. 0321014090, of the Records of Cook County, Illinois and (2) the Ealloon 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 226 N OAK PARK AVE 3N,OAK PARK, II c0302, the real property described being set forth as follows:

SEE ATTACHED

To evidence the election by the Borrower of the (Conditional Right to Refinance) SN (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 MN) anything to the contrary contained in the Note or Security Instrument):

- 1. The Borrower is owner and occupant of the Property.
- 2. As of <u>August 01, 2010</u>, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. <u>\$76,465.17</u>.

MULTISTATE BALLOON LOAN MODIFICATION-Single Family-Freddie Mac UNIFORM INSTRUMENT FORM 3293(3/97) Page 1 of 3

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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 5.000% beginning August, 1, 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$466.75, beginning on September 01, 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 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 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, Escrowitems, 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, encorsers, guarantors, sureties, and other parties signing the Balloon Note.)

BORROWERS

ROLFRT J HARTNEY

By IndividualsState of Things

County of Cook

On this the 2nd day of August, 2010, before me the undersigned Notary Public, personally appeared ROBERT J HARTNEY, proven to me on the basis of satisfactory evidence to be the person whose name was subscribed to the written instrument, and acknowledgment that he executed it. A Swale person

In witness whereof, I hereunto set my hand and official sea

OFFICIAL SEAL JOSEPH PINTO Notary Public - State of Illinois My Commission Expires Jan 05, 2013

Notary Public,

Olos 2013

My commission expires

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LENDER/CORPORATION

Mary Beth Criswell Vice President Marine L. Faulk

Authorized Signer/Supervisor

Corporation-State of Ohio PNC MORTAME

County of Montgomery

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

ARY PURSON

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

My commission expires

Channon Moorman, Notary Public

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LEGAL DESCRIPTION - EXHIBIT A

Legal Description: Unit 3N, in the Santa Maria Condominiums as delineated on a survey of Lots 1, 2 and 3 in Owner's Subdivision of the West 223.5 feet and the South 10 feet of the East 54.1 feet of the West 277.6 feet of Lot 3 and the West 277.6 feet of Lot 2 (except the South 115 feet of the East 81.5 feet of the West 261.6 feet of said Lot 2) of James W. Scoville Subdivision of the West Half of the North East Quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded May 29, 1996 as Document #96402515 as amended from time to time together with an undivided percentage interest in the common elements appurtenant to said unit, as set forth in said Declaration.

Permanent Index #'s: 16-07-212-010-1042 Vol. 141

Property Address: 226 Oak Park Avenue, #3N, Oak Park, Illinois 60302

