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Freddie Mac Loan Number: 516973347

Servicer Loan Number: 713942779

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 1st day of July, 1997 between Daniel G. Koncelski and Jean J. Koncelski ("Borrower(s)") and G. E. Capital Mortgage Services, Inc. (Formerly known as Traveler's Mortgage Services, Inc. and Formerly known as Shearson, Lehman, Hutton Mortgage Corporation) ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated June 26, 1992, securing the original principal sum of U.S. \$125,000.00, and recorded as Document No. 92472924 of the Real Estate Land 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 15613 Heather Court, Orland Park, Illinois 60462, the real Property described being set forth as follows:

LOT 35 IN SILVER LAKE GARDENS UNIT 5, A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼, PART OF THE NORTH ½ OF THE SOUTHEAST ¼ AND PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ORLAND PARK, COOK COUNTY, ILLINOIS.

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 July 1, 1997, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$118,688.32.
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 8.500%, beginning July 1, 1997. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 955.71, beginning on the 1st day of August 1997, and continuing thereafter on the

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same day of each succeeding month until principal and interest are paid in full. If on July 1, 2022 (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 G. E. Capital Mortgage Services, Inc., 625 Maryville Centre Drive, St. Louis, MO 63141 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.

[To be signed and dated by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note.]

6/10/97 Daniel G. Koncelski (Seal)
Date Daniel G. Koncelski

6/10/97 Jean J. Koncelski (Seal)
Date Jean J. Koncelski

****NOTARIZE BELOW****

State of Illinois
County of Cook

On this 10 day of June, 1997, before me the undersigned Notary Public, personally appeared Daniel G. Koncelski and Jean J. Koncelski 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 to me that he/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.

WITNESS my hand and official seal.

Carol A. Krok
Notary Signature

10/14/99
My Commission Expires



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GE CAPITAL MORTGAGE SERVICES, INC.

By:

Shirley J. Miller
Shirley J. Miller
Assistant Vice President
(Corporate Seal)

STATE OF CALIFORNIA

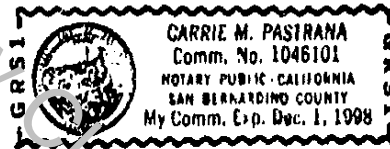
SS.

COUNTY OF SAN BERNARDINO

ON THIS 12TH DAY OF JUNE, 1997, BEFORE ME APPEARED SHIRLEY J. MILLER, ASSISTANT VICE-PRESIDENT OF GE CAPITAL MORTGAGE SERVICES, INC. WHO IS PERSONALLY KNOWN TO BE THE ONE WHOSE NAME SUBSCRIBED TO THE WITHIN INSTRUMENT ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME IN HER AUTHORIZED CAPACITY AND THAT BY HER SIGNATURE ON THE INSTRUMENT THE PERSON OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

Carrie M. Pastrana
SIGNATURE OF NOTARY



John Harris
Lawyer's Title INS@Corp.
6630 W. Broad Street 5th fl.
Richmond Virginia

23230

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. DEPT-01 RECORDING \$25.50
. 780011 TRAN 8291 07/11/97 11:22:00
. 48379 & KP #497-500069
. COOK COUNTY RECORDER

. DEPT-10 PENALTY \$22.00

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